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RECEIVED  
EXEC. SECRETARY OFF.

DEC 10 1999

TN REGULATORY AUTHORITY

December 10, 1999

VIA OVERNIGHT DELIVERY

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

00-00014

Re: Application of Broadband Office Communications, Inc. for a Certificate of Public Convenience And Necessity to Provide Local Exchange and Intrastate Interexchange Telecommunications Services as a Competitive Telecommunications Service Provider Within the State of Tennessee ("Application")

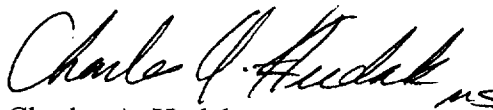
Dear Sir or Madam:

Enclosed are the original and fourteen (14) copies of the Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$50.00 to cover the cost of filing the Application.

If you have any questions or comments, please call the undersigned.

Sincerely,



Charles A. Hudak

CAH/jh

Enc.

cc: Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
(with enclosure)

F

FILE

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

RECEIVED  
EXEC. SECRETARY OFF.

DEC 10 1999

TN REGULATORY AUTHORITY

IN RE: )  
)  
APPLICATION OF BROADBAND OFFICE )  
COMMUNICATIONS, INC. FOR A )  
CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO PROVIDE LOCAL )  
EXCHANGE AND INTRASTATE )  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES AS A COMPETITIVE )  
TELECOMMUNICATIONS SERVICE )  
PROVIDER WITHIN THE )  
STATE OF TENNESSEE )

DOCKET NO. 00-00014

**APPLICATION OF BROADBAND OFFICE COMMUNICATIONS, INC.**

COMES NOW BroadBand Office Communications, Inc. (the "Applicant"), a Delaware corporation, and hereby applies to the Tennessee Regulatory Authority (the "TRA") for a Certificate of Public Convenience and Necessity, pursuant to Section 65-4-201 *et seq.* of the Tennessee Code Annotated and the TRA's Rules and Regulations, authorizing Applicant to provide facilities-based and resold local exchange and intrastate, interexchange (interLATA and intraLATA toll) telecommunications services as a competitive telecommunications service provider within the State of Tennessee. In compliance with the TRA's Rules and Regulations, the following information is provided.

**I. DESCRIPTION OF THE APPLICANT**

1. **Applicant's Name and Address.** Applicant's correct name and address is

BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, Virginia 22182  
Tel.: (703) 748-9883  
Fax.: (703) 748-3245

**FILE**

2. **Applicant's Corporate Structure.** Applicant was incorporated under the laws of the State of Delaware on November 2, 1999. A copy of Applicant's Certificate to Transact Business as a Foreign Corporation in the State of Tennessee is attached hereto at Exhibit "A". Applicant's certificate of incorporation, articles of incorporation and by-laws are attached hereto at Exhibit "B". Applicant is a wholly-owned subsidiary of BroadBand Office, Inc. ("BroadBand Office"), a privately-held Delaware corporation with headquarters at 2070 Chain Bridge Road, Suite G-99, Vienna, Virginia 22182. An organizational chart describing Applicant's corporate structure is attached hereto at Exhibit "C".

3. **Applicant's Attorneys' Names and Addresses.** The correct name, address and telephone number of Applicant's attorneys are:

Charles A. Hudak, Esq.  
Michael K. Stewart, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

and

Jeffrey Blumenfeld, Esq.  
Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
1625 Massachusetts Ave., N.W., Suite 300  
Washington, D.C. 20036  
Tel.: (202) 955-6300  
Fax.: (202) 955-6460

Mr. Hudak or Mr. Stewart should be contacted in connection with questions regarding Applicant's general operation and management, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the TRA should direct all correspondence, inquiries or data requests to:

Woody Traylor  
Vice President of Regulatory Affairs  
and Secretary  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, Virginia 22182  
Tel.: (703) 748-9883  
Fax.: (703) 748-3245

with a copy to:

Charles A. Hudak, Esq.  
Michael K. Stewart, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

5. **Tennessee Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of Tennessee. Applicant's registered agent and address for service of process in the State of Tennessee is:

BroadBand Office Communications, Inc.  
c/o CT Corporation System  
530 Gay St.  
Knoxville, TN 37902  
Tel.: (800) 241-8922

## **II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES**

6. **Description of Proposed Services.**

Applicant requests authority to provide local exchange and intrastate interexchange (interLATA and intraLATA toll) telecommunications services on both a facilities-based and resale basis throughout the State of Tennessee. Specifically, Applicant intends to provide a wide-array of communications services, including traditional local exchange and intrastate interexchange "voice" telecommunications services, data communications services, LAN networking services, Internet,

web-hosting, e-mail management and e-commerce services, and video conferencing services to tenants of certain commercial office buildings located in Tennessee. Applicant's extensive service offerings will provide Tennessee business customers with the opportunity to choose a single supplier to fulfill all of their communications requirements.<sup>1</sup>

**a. Local Exchange Services.**

Applicant seeks authority to provide local exchange services (i) on a resale basis by reselling the services of other certificated local exchange carriers operating in the State of Tennessee (as necessary), and (ii) on a facilities-based basis by deploying its own transmission facilities and by utilizing unbundled network elements (*e.g.*, transport) obtained from certificated incumbent local exchange carriers operating in the State of Tennessee. Applicant intends to construct its own transmission facilities, including intra-building facilities which will be located in commercial office buildings served by Applicant, and network facilities (*e.g.*, switching equipment, computers and associated electronics) which will be placed in Applicant's own locations. Applicant's services may include single and multi-line local exchange and access services, Private Branch Exchange (PBX) interconnect services, directory listing services and "911" emergency services.

**b. Intrastate, Interexchange Services.** Applicant intends to provide facilities-based interexchange (interLATA and intraLATA toll) telecommunications services to business customers through use of a combination of unbundled network elements leased from other certificated carriers, Applicant's own facilities, and long distance transmission facilities leased or purchased from certificated long distance carriers. Until Applicant's facilities are operational, Applicant intends to provide interexchange telecommunications resale services. Applicant's proposed interexchange

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<sup>1</sup>Applicant will provide those services required by TRA Rule 1220-4-8-.04(3)(b), either directly or through arrangements with other carriers or companies.

services may include direct dial ("1+") services, measured toll services, private line services, and toll-free (*e.g.*, "800", "888") services.

**c. Billing and Customer Service Information**

Applicant intends to bill its customers directly for local exchange and intrastate, interexchange telecommunications services. The charges, based upon the rates which will be set forth in Applicant's tariffs, Applicant's name, and its telephone number for customer assistance will appear on all invoices. As a new entrant into the Tennessee telecommunications marketplace, Applicant has not yet finalized its policies regarding customer service orders, inquiries and complaints. However, Applicant intends to comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted.

7. **Geographic Area to Be Served.** Applicant proposes to serve the entire State of Tennessee to the fullest extent permitted by Tennessee law and the orders, rules and regulations of the TRA.

8. **Tariff.** Applicant proposes to offer local exchange and intrastate interexchange telecommunications services within the State of Tennessee as further described in its proposed tariffs, attached hereto at Exhibit "D". Modifications to these tariffs, once approved, shall be made on such notice as is required by the TRA's rules.

**III. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS**

9. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. Applicant's management team includes individuals who have distinguished themselves in executive positions with some of the largest communications companies in the United States, such as Bell Atlantic, BellSouth, MCI/WorldCom and UUNET. Applicant's management team has extensive business, technical, operational and telecommunications regulatory experience, has been instrumental in designing, implementing and operating several telecommunications networks, and is dedicated to

providing the highest quality of service to meet customer needs. Applicant's management team is more fully described at Exhibit "E" attached hereto. Moreover, Applicant has filed, or is in the process of filing, applications for authority to provide the telecommunications services described herein in the states of Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio and Texas. Applicant has not been denied authority to provide intrastate telecommunications services in any state and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (*e.g.*, slamming).

10. **Financial Capability.** Applicant possesses sufficient financial capability to provide its local exchange, and intrastate interexchange telecommunications services on a continuous basis. Inasmuch as Applicant is a newly-created telecommunications carrier which has not yet commenced the provision of intrastate telecommunications services in any state, balance sheets and income statements describing Applicant's operations are not currently available. However, Applicant has the assurance of its parent, BroadBand Office, that Applicant will be provided with all financial resources necessary to operate in a continuous and reliable manner. Applicant hereby submits to the TRA under trade secret protection financial information regarding BroadBand Office, which further demonstrates Applicant's ability to provide the services proposed herein. Such financial information, in redacted format, is attached hereto at Exhibit "F".

11. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the TRA may impose subject to Tennessee law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide local exchange and intrastate interexchange telecommunications services throughout the entire State of Tennessee.

12. **Notice to Incumbent Local Exchange Carriers.** Pursuant to the rules and regulations of the TRA, notice of this Application is being provided to the following incumbent local exchange carriers contemporaneously with its filing with the TRA.

Guy M. Hicks, Esq.  
Counsel for BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300

James B. Wright, Esq.  
Counsel for United Telephone Southeast, Inc.  
1411 Capital Boulevard  
Wake Forest, North Carolina 27587-5900

John B. Adams, Esq.  
Counsel for Citizens Telecommunications Company of Tennessee  
1400 16th Street N.W., Suite 500  
Washington, D.C. 20036

13. **Procedure for Verifying Customer Ordered Changes.** Applicant intends to comply with all applicable state or federal telecommunications statutes, rules or regulations governing the processing, verification and implementation of customer-ordered changes. Further, in order to limit customer confusion regarding Applicant's services and to avoid processing unauthorized service change requests, Applicant will not accept or implement verbal requests for carrier changes.

14. **Small and Minority-Owned Telecommunications Business Plan.** Pursuant to Tennessee Code Annotated, Section 65-4-212, Applicant's Small and Minority-Owned Telecommunications Business Plan is attached hereto at Exhibit "G".

15. **Year 2000 Compliance.** Applicant's Year 2000 Readiness Disclosure is attached hereto at Exhibit "H".

16. **Toll Dialing Parity Plan.** Applicant's Toll Dialing Parity Plan is attached hereto at Exhibit "T".

17. **Rural Telephone Companies and Telephone Cooperatives.** Unless otherwise permitted by federal or state law, Applicant does not intend to offer local exchange services in areas served by



any incumbent local exchange carrier with fewer than 100,000 total access lines, unless the incumbent has voluntarily entered into an agreement with a competing telecommunications service provider or the incumbent has applied to provide telecommunications services in an area outside of its service area (existing as of June 6, 1995). Applicant also does not intend to provide its services in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. Applicant reserves the right to expand its operations into these areas should any rulings of the TRA or of any court or applicable administrative agency allow the provision of service in such areas.

18. **Mergers, Acquisitions and Corporate Structure.** Applicant currently is not involved in any mergers or acquisitions. An organizational chart describing Applicant's corporate structure is attached hereto at Exhibit "C".

19. **Pre-Filed Testimony.** The Pre-Filed Testimony of Woody Traylor, Applicant's Vice President of Regulatory Affairs and Secretary, is attached hereto at Exhibit "J".

20. **Sample Bill.** Applicant's Sample Bill is attached hereto at Exhibit "K".

#### **IV. ARGUMENT IN SUPPORT OF APPLICATION**

21. **Public Interest, Convenience and Necessity.** TRA grant of the authority requested herein is in the public interest.

Using state of the art network technology, Applicant intends to provide a single source for high quality voice and data communications products and services to business customers in particular commercial office buildings located in the State of Tennessee. In addition to traditional local exchange and intrastate interexchange voice telecommunications services, Applicant intends to satisfy the explosive demand created by the Internet by offering its customers a wide-array of value-added products such as web hosting, e-mail management and video conferencing. By offering a wide variety of communications products and services, Applicant intends to simplify the

purchasing decisions of small- and medium-sized business customers, thus freeing them to focus more resources on their core business activities.

Furthermore, the presence of another authorized local exchange and intrastate interexchange carrier will provide additional choices to consumers, promote competition, and lead to the reduction of consumer costs for telecommunications services. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for Tennessee consumers of local exchange and intrastate interexchange services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide Tennessee consumers with high quality telecommunications products and services at reasonable rates while encouraging innovation and efficiency among all providers of telecommunications products and services in the state.

**WHEREFORE**, Applicant respectfully requests that the TRA:

(1) issue a Certificate of Public Convenience and Necessity authorizing it to engage in the provision of facilities-based and resold local exchange and intrastate interexchange telecommunications services within the State of Tennessee; and

(2) grant any other and additional relief that the TRA may deem just and proper.

Respectfully submitted this 10~~th~~ day of December, 1999.

GERRY, FRIEND & SAPRONOV, LLP

  
CHARLES A. HUDAK

  
MICHAEL K. STEWART

Three Ravinia Drive, Suite 1450  
Atlanta, GA 30346-2131  
(770) 399-9500

AND

Jeffrey Blumenfeld, Esq.  
Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
1625 Massachusetts Avenue, N.W.  
Suite 300  
Washington, D.C. 20036  
(202) 955-6300

COUNSEL FOR BROADBAND OFFICE COMMUNICATIONS, INC.

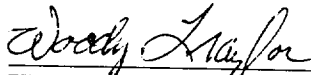
**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

IN RE: )  
)  
APPLICATION OF BROADBAND OFFICE )  
COMMUNICATIONS, INC. FOR A )  
CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO PROVIDE LOCAL )  
EXCHANGE AND INTRASTATE )  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES AS A COMPETITIVE )  
TELECOMMUNICATIONS SERVICE )  
PROVIDER WITHIN THE )  
STATE OF TENNESSEE )

**VERIFICATION**

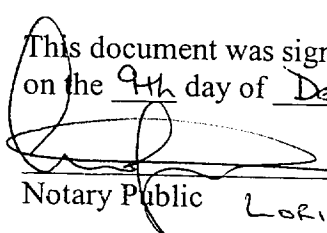
The undersigned attests that he has reviewed this filing on behalf of BroadBand Office Communications, Inc. (Applicant) in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Tennessee Regulatory Authority may impose subject to Tennessee law as now or hereafter enacted.

**BROADBAND OFFICE  
COMMUNICATIONS, INC.**

  
\_\_\_\_\_  
Woody Traylor

**Vice President of Regulatory Affairs  
and Secretary**

This document was signed in my presence  
on the 9th day of December, 1999.

  
\_\_\_\_\_  
Notary Public LORI L. MYERS

MY COMMISSION EXPIRES JUNE 30, 2001.

**EXHIBIT "A"**

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS  
AS A FOREIGN CORPORATION**

# Secretary of State

## Corporations Section

mes K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

ISSUANCE DATE: 11/16/1999  
REQUEST NUMBER: 99320144

CHARTER/QUALIFICATION DATE: 11/16/1999  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0379957  
JURISDICTION: DELAWARE

TO:  
CAPITAL FILING SERVICE, INC.  
7051 HIGHWAY 70 SO.  
NO. 333  
NASHVILLE, TN 37221

REQUESTED BY:  
CAPITAL FILING SERVICE, INC.  
7051 HIGHWAY 70 SO.  
NO. 333  
NASHVILLE, TN 37221

I, RILEY C. DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT  
"BROADBAND OFFICE COMMUNICATIONS, INC."

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE  
ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE  
DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION
3765-1496	11/16/1999	QUAL-PROFIT	NAM DUR STK PRN ORC AGT INC MAJ, FYC

FOR: REQUEST FOR COPIES

ON DATE: 11/16/99

FROM:  
CAPITAL FILING SERVICE, INC.  
PMB 333  
7051 HWY 70 SOUTH  
NASHVILLE, TN 37221-0000

### FEES

RECEIVED: \$340.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$340.00

RECEIPT NUMBER: 00002572829  
ACCOUNT NUMBER: 00101230



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

Broadband Office Communications, Inc.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Broadband Office Communications, Inc.

If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is November 2, 1999 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is \_\_\_\_\_

Street	City	State/Country	Zip Code
2070 Chain Bridge Road, Suite G99	Vienna	Virginia	22182

5. The complete street address (including the county and the zip code) of its registered office in this state is \_\_\_\_\_

Street	City/State	County	Zip Code
c/o C T Corporation System, 530 Gay Street	Knoxville, Tennessee	County of Knox	37902

The name of its registered agent at that office is \_\_\_\_\_

C T Corporation System

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

Johnson Agogbua, 2070 Chain Bridge Road, Suite G99, Vienna, Virginia 22182,  
President & CEO

Robert W. Traylor, 2070 Chain Bridge Road, Suite G99, Vienna, Virginia 22182,  
VP Regulatory Affairs and Secretary

7. The names and complete business addresses (including zip code) of its current officers are: \_\_\_\_\_

**EXHIBIT "B"**

**CERTIFICATE OF INCORPORATION,  
ARTICLES OF INCORPORATION AND BY-LAWS**



Office of the Secretary of State

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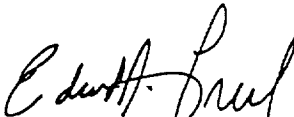
I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "BROADBAND OFFICE COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF NOVEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3119836 8100

991464697



  
Edward J. Freel, Secretary of State

0059155

AUTHENTICATION:

11-02-99

DATE:

**CERTIFICATE OF INCORPORATION**  
**OF**  
**BROADBAND OFFICE COMMUNICATIONS, INC.**

First: The name of the corporation is Broadband Office Communications, Inc.

Second: The address of the corporation's registered office in the State of Delaware is 30 Old Rudnick Lane, City of Dover, County of Kent 19901. The name of its registered agent at such address is CorpAmerica, Inc.

Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

Fourth: The total number of shares which the corporation shall have authority to issue is One Thousand (1,000) shares of capital stock, and the par value of each such share is \$.01 per share.

Fifth: The name and mailing address of the incorporator is Susan M. Reynolds, 550 West C Street, Suite 1200, San Diego, California 92101.

Sixth: The corporation shall have perpetual existence.

Seventh: The Board of Directors of the corporation is expressly authorized to make, alter or repeal bylaws of the corporation, but the stockholders may make additional bylaws and may alter or repeal any bylaw whether adopted by them or otherwise.

Eighth: Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

Ninth: To the fullest extent permitted by the General Corporation Law of Delaware, a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Tenth: Each person who is or was a director or officer of the corporation (including the heirs, executors, administrators or estate of such person) shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the General Corporation Law of Delaware against any liability, cost or expense asserted against such director or officer and incurred by such director or officer in any such person's capacity as a director or officer, or arising out of any such person's status as a director or officer. The corporation may, but shall not be obligated to, maintain insurance, at its expense, to protect itself and any such person against any such liability, cost or expense.

Eleventh: The corporation shall not be subject to the provisions of Section 203 of the Delaware General Corporation Law.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is her act and deed and that the facts stated therein are true.

Dated: November 2, 1999

Susan M. Reynolds  
Susan M. Reynolds, Incorporator

**BYLAWS**  
**OF**  
**BROADBAND OFFICE COMMUNICATIONS, INC.,**  
**a Delaware corporation**

**ARTICLE I.**  
**OFFICES**

Section 1.     Registered Office. The registered office shall be at the office of The Corporation Trust Company in the City of Wilmington, County of New Castle, State of Delaware.

Section 2.     Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

**ARTICLE II.**  
**MEETINGS OF STOCKHOLDERS**

Section 1.     Annual Meeting. An annual meeting of the stockholders for the election of directors shall be held at such place either within or without the State of Delaware as shall be designated on an annual basis by the Board of Directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Any other proper business may be transacted at the annual meeting.

Section 2.     Notice of Annual Meeting. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 3.     Voting List. The officer who has charge of the stock ledger of the corporation shall prepare and make, or cause a third party to prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be

produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 4. Special Meetings. Special meetings of the stockholders of this corporation, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, shall be called by the President or Secretary at the request in writing of a majority of the members of the Board of Directors or holders of a majority of the total voting power of all outstanding shares of stock of this corporation then entitled to vote, and may not be called absent such a request. Such request shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meetings. As soon as reasonably practicable after receipt of a request as provided in Section 4 of this Article II, written notice of a special meeting, stating the place, date (which shall be not less than ten nor more than sixty days from the date of the notice) and hour of the special meeting and the purpose or purposes for which the special meeting is called, shall be given to each stockholder entitled to vote at such special meeting.

Section 6. Scope of Business at Special Meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting as provided in Section 5 of this Article II.

Section 8. Qualifications to Vote. The stockholders of record on the books of the corporation at the close of business on the record date as determined by the Board of Directors and only such stockholders shall be entitled to vote at any meeting of stockholders or any adjournment thereof.

Section 9. Record Date. The Board of Directors may fix a record date for the determination of the stockholders entitled to notice of or to vote at any stockholders' meeting and at any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action. The record date shall not be more than sixty nor less than ten days before the date of such meeting, and not more than sixty days prior to any other action. If no record date is fixed by the Board of Directors, the record date for determining stockholders

entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 10. Action at Meetings. When a quorum is present at any meeting, the vote of the holders of a majority of the shares of stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 11. Voting and Proxies. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and unless it is coupled with an interest sufficient in law to support an irrevocable power.

Section 12. Action by Stockholders Without a Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the State of Delaware (by hand or by certified or registered mail, return receipt requested), to its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded provided, however, that action by written consent to elect directors, if less than unanimous, shall be in lieu of holding an annual meeting only if all the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the corporation by delivery to its registered office in the State of Delaware (by hand or by certified or registered mail, return receipt requested), to its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings or meetings of stockholders are

### **ARTICLE III. DIRECTORS**

Section 1. Powers. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by applicable law or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. Number; Election; Tenure and Qualification. The number of directors which shall constitute the whole board shall be fixed from time to time by resolution of the Board of Directors or by the Stockholders at an annual meeting of the Stockholders (unless the directors are elected by written consent in lieu of an annual meeting as provided in Article II, Section 12); provided that the number of directors shall be not less than 2 nor more than 5. With the exception of the first Board of Directors, which shall be elected by the incorporator, and except as provided in the corporation's Certificate of Incorporation or in Section 3 of this Article III, the directors shall be elected at the annual meeting of the stockholders by a plurality vote of the shares represented in person or by proxy and each director elected shall hold office until his successor is elected and qualified unless he shall resign, become disqualified, disabled, or otherwise removed. Directors need not be stockholders.

Section 3. Vacancies and Newly Created Directorships. Unless otherwise provided in the Certificate of Incorporation, vacancies and newly-created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. The directors so chosen shall serve until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by applicable law. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 4. Location of Meetings. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Meeting of Newly Elected Board of Directors. The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not held at such time, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by

the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of such location.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President on two days' notice to each director by mail, overnight courier service or facsimile; special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of two directors unless the Board of Directors consists of only one director, in which case special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of the sole director. Notice may be waived in accordance with Section 229 of the General Corporation Law of the State of Delaware.

Section 8. Quorum and Action at Meetings. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 10. Telephonic Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 11. Committees. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 12. Committee Authority. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may



authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (a) approving, adopting or recommending to the stockholders, any action or matter expressly required by the General Corporation Law of the State of Delaware to be submitted to stockholders for approval, or (b) adopting, amending or repealing any Bylaw of the corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 13. Committee Minutes. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required to do so by the Board of Directors.

Section 14. Directors Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 15. Resignation. Any director or officer of the corporation may resign at any time. Each such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by either the Board of Directors, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

Section 16. Removal. Unless otherwise restricted by the Certificate of Incorporation, these Bylaws or applicable law, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

#### ARTICLE IV. NOTICES

Section 1. Notice to Directors and Stockholders. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent of the corporation that the notice has been given shall in the absence of fraud, be prima facie evidence of the facts stated therein. Notice to directors may also be given by telephone, facsimile or telegram (with confirmation of receipt).

Section 2. Waiver. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. The written waiver need not specify the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Attendance at the meeting is not a waiver of any right to object to the consideration of matters required by the General Corporation Law of the State of Delaware to be included in the notice of the meeting but not so included, if such objection is expressly made at the meeting.

## ARTICLE V. OFFICERS

Section 1. Enumeration. The officers of the corporation shall be chosen by the Board of Directors and shall include a President, a Secretary, a Treasurer or Chief Financial Officer and such other officers with such other titles as the Board of Directors shall determine. The Board of Directors may elect from among its members a Chairman or Chairmen of the Board and a Vice Chairman of the Board. The Board of Directors may also choose one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of stockholders shall elect a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine.

Section 3. Appointment of Other Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors or a committee thereof. The salaries of agents of the corporation shall be fixed by the Board of Directors.

Section 5. Tenure. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the directors of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 6. Chairman of the Board and Vice-Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which the Chairman shall be present. The Chairman shall have and may exercise

such powers as are, from time to time, assigned to the Chairman by the Board of Directors and as may be provided by law. In the absence of the Chairman of the Board, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which the Vice Chairman shall be present. The Vice Chairman shall have and may exercise such powers as are, from time to time, assigned to such person by the Board of Directors and as may be provided by law.

Section 7. President. The President shall be the Chief Executive Officer of the corporation unless such title is assigned to another officer of the corporation; in the absence of a Chairman and Vice Chairman of the Board, the President shall preside as the chairman of meetings of the stockholders and the Board of Directors; and the President shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President or any Vice President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 8. Vice-President. In the absence of the President or in the event of the President's inability or refusal to act, the Vice-President, if any (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be subject. The Secretary shall have custody of the corporate seal of the corporation and the Secretary, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the Secretary's signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by such officer's signature.

Section 10. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 11. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, President or Chief Executive Officer, taking proper vouchers for such disbursements, and shall render to the President, Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all such transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, the Treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the Treasurer's office and for the restoration to the corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the possession or under the control of the Treasurer that belongs to the corporation.

Section 12. Assistant Treasurer. The Assistant Treasurer, or if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## ARTICLE VI. CAPITAL STOCK

Section 1. Certificates. The shares of the corporation shall be represented by a certificate, unless and until the Board of Directors adopts a resolution permitting shares to be uncertificated. Certificates shall be signed by, or in the name of the corporation by, (a) the Chairman of the Board, the Vice-Chairman of the Board, the President or a Vice-President, and (b) the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number of shares owned by such stockholder in the corporation. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be specified.

Section 2. Class or Series. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative,

participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of the Delaware Corporation Law or a statement that the corporation will furnish without charge, to each stockholder who so requests, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 3. Signature. Any of or all of the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 4. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owner's legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5. Transfer of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

Section 6. Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholder or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 7. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

## ARTICLE VII. GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the applicable provisions, if any, of the Certificate of Incorporation, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Certificate of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 4. Seal. The Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Loans. The Board of Directors of this corporation may, without stockholder approval, authorize loans to, or guaranty obligations of, or otherwise assist, including, without limitation, the adoption of employee benefit plans under which loans and guarantees may be made, any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the Board of Directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation.

## **ARTICLE VIII. INDEMNIFICATION**

Section 1. Scope. The corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as that Section may be amended and supplemented from time to time, indemnify any director, officer, employee or agent of the corporation, against expenses (including attorneys' fees), judgments, fines, amounts paid in settlement and/or other matters referred to in or covered by that Section, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Section 2. Advancing Expenses. Expenses (including attorneys' fees) incurred by a present or former director or officer of the corporation in defending a civil, criminal, administrative or investigative action, suit or proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the corporation (or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized by relevant provisions of the General Corporation Law of the State of Delaware; provided, however, the corporation shall not be required to advance such expenses to a director (i) who commences any action, suit or proceeding as a plaintiff unless such advance is specifically approved by a majority of the Board of Directors, or (ii) who is a party to an action, suit or proceeding brought by the corporation and approved by a majority of the Board of Directors which alleges willful misappropriation of corporate assets by such director, disclosure of confidential information in violation of such director's fiduciary or contractual obligations to the corporation, or any other willful and deliberate breach in bad faith of such director's duty to the corporation or its stockholders.

Section 3. Liability Offset. The corporation's obligation to provide indemnification under this Article VIII shall be offset to the extent the indemnified party is indemnified by any other source including, but not limited to, any applicable insurance coverage under a policy maintained by the corporation, the indemnified party or any other person.

Section 4. Continuing Obligation. The provisions of this Article VIII shall be deemed to be a contract between the corporation and each director of the corporation who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 5. Nonexclusive. The indemnification and advancement of expenses provided for in this Article VIII shall (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action

in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director and (iii) inure to the benefit of the heirs, executors and administrators of such a person.

Section 6. Other Persons. In addition to the indemnification rights of directors, officers, employees, or agents of the corporation, the Board of Directors in its discretion shall have the power on behalf of the corporation to indemnify any other person made a party to any action, suit or proceeding who the corporation may indemnify under Section 145 of the General Corporation Law of the State of Delaware.

Section 7. Definitions. The phrases and terms set forth in this Article VIII shall be given the same meaning as the identical terms and phrases are given in Section 145 of the General Corporation Law of the State of Delaware, as that Section may be amended and supplemented from time to time.

## **ARTICLE IX. AMENDMENTS**

Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, by the holders of a majority of the outstanding voting shares or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

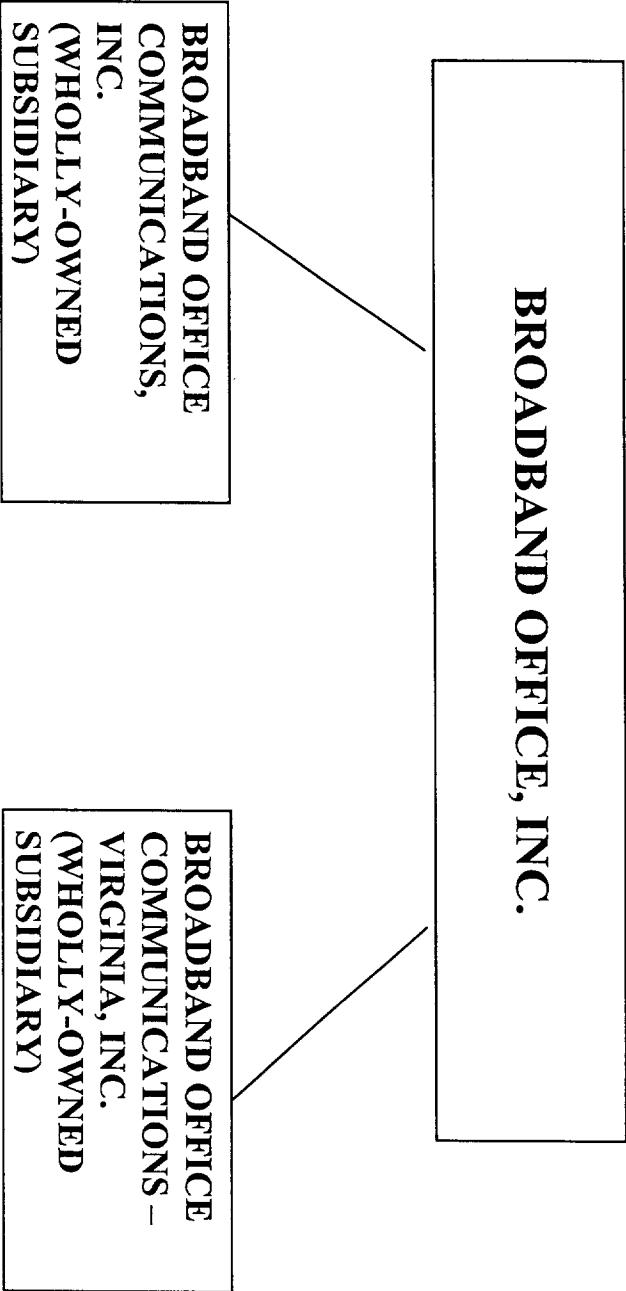




**EXHIBIT "C"**

**CORPORATE STRUCTURE**

**CORPORATE STRUCTURE OF BROADBAND OFFICE  
COMMUNICATIONS, INC.**



**EXHIBIT "D"**

**ILLUSTRATIVE TARIFFS**

Facilities-Based and Resold Message Toll Telecommunications Services

This Tariff applies to the Facilities-Based and Resold Message Toll Telecommunications Services furnished by BroadBand Office Communications, Inc. between one or more points in the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority and copies may be inspected during normal business hours at principal place of BroadBand Office Communications, Inc.'s business.

**ILLUSTRATIVE**

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Issued: December 14, 1999

Effective:

ISSUED BY: Woody Traylor  
Vice President of Regulatory Affairs  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, VA 22182

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CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet No.</u>	<u>Revision</u>
1	Original
2	Original
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6	Original
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10	Original
11	Original
12	Original
13	Original
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21	Original
22	Original
23	Original

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to BroadBand Office Communications, Inc. (referred to herein as "Company" or "BBOC").

This Tariff is on file with the Tennessee Regulatory Authority and copies may be inspected during normal business hours at 460 James Robertson Parkway, Nashville, Tennessee 37219.

SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1. Authorization Code: A numerical code, one or more of which the Company may assign to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.
- 1.2. Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.
- 1.3. Automatic Number Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.
- 1.4. Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.
- 1.5. Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2070 Chain Bridge Road, Suite G-99, Vienna, VA 22182.
- 1.6. Company: Refers to BroadBand Office Communications, Inc.
- 1.7. Commission: The Tennessee Regulatory Authority, the regulating entity within the State of Tennessee.
- 1.8. Completed call: is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.9. Customer: means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.10. Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

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- 1.11. Holiday: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.
- 1.12. Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.
- 1.13. Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.
- 1.14. Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- 1.15. Service: means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.16. Station: means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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- 1.17. Time period: means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 p.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. Application of Tariff

This tariff applies to interexchange telecommunications services furnished by BroadBand Office Communications, Inc. (Company) between various locations within the State of Tennessee in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

### 2.2. Undertaking of Company

Company undertakes to provide telecommunications services within the State of Tennessee on the terms and conditions and the rates and charges specified herein.

### 2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

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#### 2.4 Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.11. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

#### 2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

#### 2.6. Advanced Payments, Deposits and Guarantors

2.6.1. Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

##### 2.6.2. Deposits:

2.6.2.1. Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.

2.6.2.2. Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

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- 2.6.2.3. Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Subscriber, or the Company's network average usage considering the type and nature of the Subscribers' service. Interest on deposits will be set at seven (7) percent, except the Company will pay no interest if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.
- 2.6.2.4. Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.
- 2.6.2.5. Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.
- 2.6.2.6. Deposit Receipt: Each deposit receipt will contain the following provisions: "BBOC shall refund this deposit, less the amount of any unpaid bills for service furnished by BBOC, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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## 2.7. Method of Service of Notices

2.7.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

## 2.8. Rendering and Payment of Bills

2.8.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

2.8.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.

2.8.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent,

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if received after the due date.

- 2.8.4. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.5. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.8.6. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

2.9. Disputed Bills

- 2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five(5) days.
- 2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.
- 2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

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2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.

2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charges upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.

2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative interexchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

2.10.2. Discontinuance by Company

2.10.2.1. Company will follow the appropriate state requirements:

(a) Company may discontinue services under the following circumstances:

(i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.

(ii) A violation of, or failure to comply with, any state, federal

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- or local regulation governing the furnishing of service.
  - (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
  - (iv) Customer's failure to post a required deposit or guarantee.
  - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

#### 2.10.3. Notice for Disconnection under Section 2.10.2.1

- 2.10.3.1. Company will send to Customer, not less than 7 days prior to disconnection, a written notice of the pending disconnection. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- 2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

#### 2.10.4 Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashier's check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

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### 2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

### 2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3. Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

2.12.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

### 2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner as is reasonably practicable.

### 2.14. Limitations of Liability

2.14.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in

the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

- 2.14.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5. The Customer shall not hold the Company liable for any damages or losses due to

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the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

- 2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity

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- furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.14.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.15. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is

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using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.16. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

2.17. Abuse and Fraudulent Use of Service

2.17.1. Service shall not be used for any purpose in violation of law.

2.17.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.18. "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

2.19. Other Company Charges

The Customer is responsible to pay Company for all toll calls made over Customer's service(s) or other third party charges to Customer's service(s) resulting from the origination of calls to points outside the state and for all charges or calls billed to the Customer's number.

2.20. Telephone Numbers

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business.

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Vice President of Regulatory Affairs  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, VA 22182



Company may reassign telephone numbers of Customers 30 days from the date of discontinuance or disconnection of service.

2.21 Operator Assistance

Company will provide operator assistance either directly or through arrangements with other carriers. Customer or Authorized Users can dial 0+ to place credit card and/or collect calls.

2.22 Request for Old Bill

Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within fifteen (15) days of the issuance of the bill that the original bill was not received. Company will not provide a second copy of a bill that is over four (4) years old.

2.23 Change of Service Providers

The Company will not terminate service to a Customer enrolled on another interexchange carrier's system and transfer service to the other Company's system without authorization from the Customer in accordance with applicable Commission rules.

2.24 Non-Published Service

Upon a Customer's request, Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The Company shall release information only in response to legal process or to authorized governmental agencies.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Description of Message Toll Service:

Message Toll Service calling service provides a Customer with the ability to originate calls from an access line owned or leased by the Company to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customers Local Calling Area but within the State of Tennessee.

#### 3.2 Promotional Offerings:

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

#### 3.3 Individual Case Basis (ICB) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Commission rules for such arrangements.

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#### SECTION 4 - DESCRIPTION OF RATES AND CHARGES

##### 4.1. Description of Rates and Charges for Message Toll Service:

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.1.1. The following rates apply on a per minute basis to all direct dialed calls:

	<u>Per MOU</u>
Message Toll Service Originating	\$ X.XX

4.1.2. Company makes no distinctions between rates for days, evenings, and weekends.

##### 4.1.3. Timing of Messages

- 4.1.3.1. Chargeable time begins when connection is established between the calling station and the called station.
- 4.1.3.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 4.1.3.3. Chargeable time does not include time lost because of faults or defects in the connection.

##### 4.2. Prescribed Interexchange Carrier Charge:

Customers may presubscribe RLES local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line	\$ X.XX
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**TELECOMMUNICATIONS SERVICES**

Applying to Intrastate Local Exchange  
Common Carrier Communications  
Services Between Points in the  
State of Tennessee

**AND**

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

**ILLUSTRATIVE**

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CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s) Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
23	Original	55	Original
24	Original	56	Original
25	Original		
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29	Original		
30	Original		

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to BroadBand Office Communications, Inc. (referred to herein as "Company" or "BBOC").

Company has been granted authority by the Tennessee Regulatory Authority to provide facilities-based local exchange telecommunications services within the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority and copies may be inspected during normal business hours at 460 James Robertson Parkway, Nashville, Tennessee 37243.

SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.
- 2.1.
  - 2.1.1.
  - 2.1.1.1.1.
  - 2.1.1.1.1.(A).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). Company will use no other symbols on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1. Accounting Code: A numerical code which enable a Customer to allocate charges to its internal accounts.
- 1.2. Access Line: An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center.
- 1.3. Authorization Code: A numerical code, one or more of which the Company may assign to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.
- 1.4. Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.
- 1.5. Automatic Number Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.
- 1.6. Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.
- 1.7. Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2070 Chain Bridge Road, Suite G-99, Vienna, VA 22182.
- 1.8. Commission: The Tennessee Regulatory Authority, the regulating entity within the State of Tennessee.
- 1.9. Common Company: An authorized company or entity providing telecommunications services to the public.

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- 1.10. Company: The term "Company" means BroadBand Office Communications, Inc.
- 1.11. Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.
- 1.12. Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.
- 1.13. Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.
- 1.14. End Office: The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.
- 1.15. End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.
- 1.16. Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.
- 1.17. Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.
- 1.18. Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.

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- 1.19. Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.
- 1.20. Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- 1.21. Local Exchange Company/ Local Exchange: The Local Exchange Company is a company providing telecommunications services within a LATA, or Local Exchange.
- 1.22. Nonbusiness Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.
- 1.23. Nonrecurring Charges: Charges to the Customer for services, and equipment, assessed by the Company once usually at the origination or termination of services, and equipment.
- 1.24. Recurring Charges: Monthly charges to the Customer for services, and equipment, which continue for the agreed-upon duration of the service.
- 1.25. Regular Billing: A standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a subscriber, or such other arrangements as the Company may make from time to time.
- 1.26. Service: Any means of service offered herein or any combination of such services.
- 1.27. Switch: An electronic device which is used to provide circuit routing and control.
- 1.28. Telecommunications: The transmission of voice communications or, subject to the

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transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

- 1.29. Timely Payment: A payment on a Customer's account made on or before the due date.
- 1.30. Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. Application of Tariff

This tariff applies to local exchange telecommunications services furnished by BBOC between various locations within the State of Tennessee in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

### 2.2. Undertaking of Company

Company undertakes to provide telecommunications services within the State of Tennessee on the terms and conditions and the rates and charges specified herein.

### 2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

### 2.4 Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.11. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the

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service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

2.6. Advanced Payments, Deposits and Guarantors

2.6.1. Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

2.6.2. Deposits:

2.6.2.1. Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to pose a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.

2.6.2.2. Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

2.6.2.3. Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Subscriber, or the Company's network average usage considering the type and nature of the Subscribers' service. Interest on deposits will be set at the 3 month

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commercial paper rate published by the Federal Reserve Board, except the Company will pay no interest if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.

- 2.6.2.4. Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.
- 2.6.2.5. Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.
- 2.6.2.6. Deposit Receipt: Each deposit receipt will contain the following provisions: "BBOC shall refund this deposit, less the amount of any unpaid bills for service furnished by BBOC, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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2.7. Method of Service of Notices

2.7.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

2.8. Rendering and Payment of Bills

2.8.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

2.8.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.

2.8.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent,

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if received after the due date.

- 2.8.4. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If payment is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.5. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.8.6. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

## 2.9. Disputed Bills

- 2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five(5) days.
- 2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.

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- 2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

- 2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charges upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- 2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- 2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

2.10.2. Discontinuance by Company

- 2.10.2.1. Company will follow the appropriate state requirements:
- (a) Company may discontinue services under the following circumstances:
- (i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable

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- costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
- (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
  - (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
  - (iv) Customer's failure to post a required deposit or guarantee.
  - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

2.10.3. Notice for Disconnection under Section 2.10.2.1

- 2.10.3.1. Company will send to Customer, not less than 7 days prior to disconnection, a written notice of the pending disconnection. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- 2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

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#### 2.10.4 Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashiers check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

#### 2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

#### 2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3. Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

2.12.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

#### 2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or,

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where this is not feasible in such other manner as is reasonably practicable.

2.14. Limitations of Liability

- 2.14.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.14.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or

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other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

- 2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in

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obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

- 2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.14.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such

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injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.15. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.16. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

2.17. Abuse and Fraudulent Use of Service

2.19.1. Service shall not be used for any purpose in violation of law.

2.19.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.18. "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in

writing. Company will not impose a charge for blocking.

2.19 Other Company Charges

The Customer is responsible to pay Company for all toll calls made over Customer's service(s) or other third party charges to Customer's service(s) resulting from the origination of calls to points outside the local exchange and for all charges or calls billed to the Customer's number.

2.20 Telephone Numbers

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Company may reassign telephone numbers of Customers 30 days from the date of discontinuance or disconnection of service.

2.21 Operator Assistance

Company will provide operator assistance either directly or through arrangements with other carriers. Customer or Authorized Users can dial 0+ to place credit card and/or collect calls.

2.22 Request for Old Bill

Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within fifteen (15) days of the issuance of the bill that the original bill was not received.

Company will not provide a second copy of a bill that is over four (4) years old.

2.23 Change of Service Providers

The Company will not terminate service to a Customer enrolled on another local exchange carrier's system and transfer service to the other Company's system without authorization from the Customer in accordance with applicable Commission rules.

2.24 Non-Published Service

Upon a Customer's request, Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The Company shall release information only in response to legal process or to authorized governmental agencies.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 LOCAL EXCHANGE SERVICES

- A. Local Exchange Services consist of the services offered pursuant to this tariff, either individually or in combination. Company offers each service independently of the other and via the Company's facilities for the transmission of one-way or two-way communications, unless otherwise noted.

Local Exchange Services provide a Customer with a connection to the Company's network which enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access the company's Local, IntraLATA, and InterLATA Calling Services as set forth in this tariff;
3. access interstate and international calling services provided by Company or other certified common carriers;
4. access ( at no additional charge) the Company's operators and business office for service related assistance;
5. access 9-1-1 service for emergency calling; and
6. access to directory assistance.

The Customer cannot use Local Exchange Services to originate calls to other telephone companies' caller-paid information services (e.g. N.A. 900. NXX 976, etc). The Company reserves the right to block all calls to those numbers and other numbers used for caller-paid information services, unless expressly requested not to by the Customer in writing.

The following Local Exchange Services are offered in this tariff.

- Business Access Lines
- PBX Interconnect Service
- Operator Services
- Telephone Directory Service
- 9-1-1 Telecommunications Service

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- Telecommunications Relay Service
- Maintenance Visit Services
- Individual Case Basis Arrangements

The following sections set forth the rules and regulations governing the application of rates for Local Exchange Services.

B. Classes of Service

The Company will offer business service.

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing is such as to indicate business use. Business rates include, but are not limited to:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches, synagogues, mosques and all other establishments of a strictly business nature.
2. Any location where business designation is provided or when a title indicating a trade, occupation or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone answering firm.
4. At residential locations where the Customer has no regular business telephone service and the use of the service by the Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

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C. Service Components

Service is comprised of three components:

1. Nonrecurring Connection Charge
2. Monthly Network Access Line Rates
3. Monthly Usage Charges
4. Activation Fee

The Company furnishes service only for use by the Customer, the Customer's guests, employees and business associates.

3.1.1. Business Access Lines

The type of service which applies to unassisted business (Customer calling) is Measured (Per Call Rate Service). The term "Per Call Rate Service" denotes service for which charges are made according to a measured amount of usage. Rates include an access line charge and usage charges.

3.1.2 PBX Interconnect Service

PBX Interconnect Service ("PIS") provides dedicated connection from an end user's premises to Business Calling Service as described in this Tariff, and to services provided by interexchange carriers that have interconnected to the Company's switch.

PBX Interconnect Service provides dedicated connections from an End User's PBX or capable Key Equipment to the MSI switch port. Company delivers PBX Interconnect Service to the Customer premises at DS1 (1.555) Mbps rate.

The Customer may opt to utilize PBX Interconnect Service for outgoing calls only (DOD), incoming calls only (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize PBX Interconnect Service for both inbound and outbound calls, the Customer may choose Combo service which allows incoming calls to an attendant only or can elect to utilize DID/DOD service which allows Company to terminate incoming calls directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is

ordered, direct inward dialing (DID) numbers must be purchased from the Company.

The network architecture for call completion includes facilities owned and operated by BBOC, as well as capacity leased from an alternate carrier in order to provide service.

Company will subject PBX Interconnect Service trunks configured for Inbound and Outbound calling functionality that, upon detection by the Company, exceed 90% utilization for inbound calling to the rates, terms and conditions for the Multiple Rate Center Service listed below.

All End User equipment connecting to PBX Interconnect Service must meet F.C.C. Part 68 requirements and be technically compatible with the parameters delineated herein. Company offers PBX Interconnect Service with the options of DTMF or MF signaling, pulse and wink start, or immediate start trunk signaling.

### 3.1.3 Directory Assistance

Customers and Authorized Users of the Company's service(s) (excluding 800 services), may obtain directory assistance in determining telephone numbers within the State of Tennessee by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which the Company's facilities are used. As shown below, Company charges for each number requested by Customer. Company will charge requests for information other than telephone numbers at the same rate as shown for the applicable request for telephone numbers.

Company will bill Directory Assistance call charged to a calling card or commercial calling card or to a third number the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from Directory Assistance Service.

A credit will be given for calls to Directory Assistance when:

- a. The Customer experiences poor transmission or is cut-off during the call.
- b. The Company gives the Customer an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance.

To receive a credit, the Customer must notify the Company operator or Business Office of the problem experience.

3.1.4 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and will report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.

A charge will apply when:

1. The operator verifies that the line is busy.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:



1. The calling party advises that the call is to or from an official public emergency agency
2. Under conditions other than those specified within this tariff.

Company may bill charges for verification and interruption to a third number or a Company-issued Calling Card.

Busy verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

#### 3.1.5 Telephone Directory Service

BBOC in contract with incumbent LEC will provide telephone directory services to its Customers. Directory services is composed of alphabetical and street address directories.

Company provides Primary Service listing of the Customer at no charge. The Customer may request a non-published listing service from the Company at a nominal monthly rate. Nonpublished Service will remove Customer information from both the published directory and directory assistance database.

#### 3.1.6. 9-1-1 Telecommunications Service

All terms and conditions set forth in this Section are applicable to the services as defined in this tariff.

##### 3.1.6.1. Service Overview

- 3.1.6.1.1. When requested by local government authorities the Company will provide 9-1-1 Telecommunications Service (9-1-1) Service for the purpose of voice reporting emergencies by the public.

- 3.1.6.1.2. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Second PSAP's receive calls on a transfer basis only.
- 3.1.6.1.3. Any person dialing "9-1-1" from a telephone which is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate Public Safety Answering Point (PSAP) for that telephone.
- 3.1.6.1.4. For the purposes of this tariff a Responding Agency is an agency which is prepared to provide one or more specific emergency services via calls received from a PSAP.
- 3.1.6.1.5. 9-1-1 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without charge being assessed to the calling party by the Company.
- 3.1.6.1.6. 9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.
  - a) Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP which is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features which may or may not be available with Enhanced 9-1-1 Service.

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- b) Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP which is selected from various PSAPs serving Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features which may or may not be available with Basic 9-1-1 Service.

3.1.6.2. Regulations (These Regulations Apply To Both Basic, and Enhanced Service, As Appropriate)

- 3.1.6.2.1. This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
- 3.1.6.2.2. 9-1-1 Service is one-way service only.
- 3.1.6.2.3. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

3.1.7 Telecommunications Relay Service (TRS)

Telecommunications Relay Services provide telecommunications services to the deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customer at a level determined by the Commission.

3.1.8. Maintenance Visit Service

The Maintenance Visit Charge applies for time spent on a Customer's premises by Company employee during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Company facilities or in detariffed CPE provided by the Company.

3.1.9 Individual Case Basis (ICB) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to VSCC rules for such arrangements.

3.2 ACCESS SERVICES

The following services are offered in this tariff:

- Dedicated Access Services
- Switched Access Services

3.2.1 BBOC Dedicated Access Service

BBOC Dedicated Access Service consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way or two-way communications, unless otherwise noted.

Digital channels over the Company's network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

DS3 = 44.736 Mbps

DS1 = 1.544 Mbps

DS3 Service consists of a DS3 (44.736 Mbps) capacity digital channel on a 24 hour per day, 7 day per week basis between two points.

DS1 Service consists of a DS1 (1.544 Mbps) capacity digital channel on a 24 hour per day, 7 day per week basis between two points.

### 3.2.2 Switched Access Service

#### 3.2.2.1 General

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a Customer's facilities via BBOC's switch. Transport between BBOC's switch and the Customer's premises are provided via Switched Transport Services as specified in this tariff.

#### 3.2.2.2 Switched Access Service Arrangement

Switched Access is provided as a trunkside connection, Feature Group D (FGD), to BBOC's switches with an associated 10XXX access code for the Customer's use in originating and terminating communications.

#### 3.2.2.3 Manner of Provisioning

Switched Access Service is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the Customer to the end user. All traffic must be associated with a Customer-provided Company Identification Code (CIC). End user calls to unauthorized CIC or 10XXX numbers (i.e., codes not used by Company Customers) will be blocked.

An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD service equipped with out of band signaling. Out of band signaling allows the Customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol.

This connection is provided at the DS0 level and provides the interconnection between the Signal Transfer Point (STP) owned or leased

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by BBOC and the Signaling Point of Interconnection (SPOI) of the Customer.

3.2.2.4.Provisions and Description of FGD

FGD is provided as trunk side switching and may be provided with wink start or start-pulsing, signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified. FGD switching is provided with multifrequency address or out of band signaling. Up to 12 digits of the called party number dialed by the Customer's end user using dial tone multifrequency or dial pulse address signals will be provided by BBOC to the Customer's premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Local Transport Service provided.

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 101-XXXX access codes.

The access code for FGD switching is a uniform access code of the form 101-XXXX. A single access code will be the assigned number of all FGD access provided to the Customer by BBOC. No access code is required for calls to a Customer over FGD facilities if the end user's service is arranged for presubscription.

Where no access code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00 – dialed calls which are routed to the predesignated Customer. For international calls outside of NANP a seven (7) to fifteen (15) digit number may be redialed.

Numbers dialed by the Customer's end user may be in the formats required by the state regulation for the relevant service area, which may include NXX-XXXX, 0 or 1 + NXX XXXX, NPA - NXX-XXXX, 0 or 1 + NPA + NXX-XXXX and where the BBOC switch is equipped for

International Direct Distance Dialing (IDDD), 01 + CC+ NN+ or 011 + CC + NN. When the 101-XXXX access code is used, FGD switching also provides for dialing the digits 0 and 00 for access to the Customer's operator, 911 for access to emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

Optional features available with the FGD are:

- (a) Automatic Number Identification (ANI). This option provides for the automatic transmission of a ten digit number and information digits to the Customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the Customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in this tariff. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) telephone number is the station billing number – no special treatment required, (2) multiparty line – telephone number is a multiparty line and can not be identified – number must be obtained via an operator or in some other manner, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number – number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the Customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from Customer premises equipment. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

- (b) Calling Party Number (CPN). This option provides for the

automatic transmission of the calling party's ten digit telephone number to the Customer's premises for originating calls. The ten digit telephone number which may or may not be the same as the contained in Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified. BBOC will transmit a "privacy indicator as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is blocked.

- (c) Charge Number (CN). This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- (d) Company Selection Parameter (CSP). This option provides for the automatic transmission of a signaling indicator which signifies to the Customer whether the call being processed originated from a presubscribed end user of that Customer. The protocol for CSP's contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- (e) 800 Data Base Access Service. This is an originating only trunk side service. When an 800 + NXX + XXXX call is originated by an end user, BBOC will perform Customer identification based on screening of the full ten-digits of the 800 number to determine the location to which the call is to be routed. 800 Data Base Access Service calls will be delivered to the Customer directly from an BBOC end office only when the end office is equipped with 800 Data Base query functionality, i.e., the ability to query the 800 Data Base to perform the ten-digit Customer identification. When the end office does not have 800 data base query functionality, 800 calls will be blocked.

Switched Access rates and charges apply to 800 Data Base Access

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Service calls originated from BBOC end offices. In addition to Switched Access usage charges a basic query charge as specified in this tariff applies to each 800 Data Base Access service call delivered to the Customer. A basic query charge consists of Customer Identification (i.e., Carrier Identification Code (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the Customer.

- (f) Common Channel Signaling Access Service (CCSAS). This option allows the Customer to exchange signaling information for FGD call set up over a communications path, which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the Customer's SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP-pair can be made from either the Customer's Signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the Customer's STP pair which requires a minimum of four 56 KBPS circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in this tariff.

- (g) Operator Transfer Service. This option allows end user Customers who dial 0- to be transferred to the Customer's desired operator service provider by BBOC operators.

#### 3.2.2.5. Presubscription

- (a) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) for completion of interstate and intrastate InterLATA calls without dialing an access code. The IC is referred to as the end users Primary Interexchange Company

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(PIC). The end user may select any IC that orders originating FGD Switched Access Service either to the Company's end office or to an authorized local exchange carrier's tandem that sub-tends the Company's end office.

(b) New end users who are served by offices equipped with FGD will be asked presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options:

- Designate an IC as a PIC and dial 10XXX to access other ICs.
- Designate that they do not want to be presubscribed to any IC (no PIC) and choose to dial 10XXX for all interLATA calls.

(There is no additional charge for the initial selection.)

#### 3.2.2.6. Switched Access Rate Application

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a Per Switched Access Service access minute and are accumulated over a monthly period.

#### 3.2.2.7. Local Transport

Local Transport provides the transmission facilities between the Customer's premises and the Company's end-office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

The Company will determine whether the Switched Access Service is to be routed directly to an end office switch or through an access tandem

switch provided by the Company or another local exchange company. The method of routing will be determined based on the Customer's requested busy hour minutes of capacity basis or on a per trunk basis.

(a) Entrance Facility Rate Category

An Entrance Facility provides the communications path between a Customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the Customer. The Entrance Facility is provided as DS1 and/or DS3 service. An Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

(b) Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the Customer premises to an end office or as an option from the serving wire center to a tandem office. The transmission path is dedicated to the use of a single Customer.

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1 or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed and per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(c) Tandem Switched Transport Rate Category

Tandem Switched Transport provides the transmission path from the SWC of the Customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consists

of circuit dedicated to the use of a single Customer from the Customer's premises to the access tandem and circuits used in common by multiple Customers for the access tandem to an end office.

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the Customer's premises and the end office using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the Customer has the option to purchase direct trunks to the access tandem as specified above. If the Customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the Customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

- (d) Common Channel Switching Access (CCSA) is comprised of a STP Port Termination Rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the Customer designated premises and the Company STP. STP Link Transport may be provided by

an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

- (e) Interface Groups are provided for terminating the Switched Transport at the Customer's premises. Each Interface Group provides a specified interface at the Customer's facilities (e.g., DS1, DS3). Where transmission facilities permit, the individual transmissions path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features. Interface Group 6 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.
- (f) Nonchargeable Optional Features:
  - (1) Out of Band Signaling:
    - (a) This option allows the Customer to exchange signaling for FGD call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and requires the establishment of a Common Channel Signaling Access SERVICE between the Customer's SPOI and the Company's STP.
    - (b) Out of band signaling is provided in both the originating and terminating direction. Each signaling connection is provisioned for two-way transmission of out of bank signaling information.

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#### 3.2.2.8. End Office

The end office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices. The end office rate elements consist of a per call set-up charge and a per minute-of-use charge.

- (a) Switched Access Rate Category: This rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording.
- (b) Switched Access Volume Discounts: Customer's committing to minimum volume requirements for average monthly usage for all Switched Access Service will receive a discount based on the level of commitment for the contracted period of service. The Customer committing to a minimum of X minutes of use per month will receive a X% discount; the Customer committing to a minimum of X minutes of use per month will receive a X% discount.

Average monthly usage will be calculated using a twelve month rolling average. If the Customer fails to meet the committed levels specified in the rate plan chosen, the Company will bill the shortfall minutes in the current billing month at the non-discounted rate.

- (c) Nonchargeable Optional Features:
  - (1) Automatic Number Identification (ANI)
  - (2) Charge Number (CN)
  - (3) Company Selection Parameter (CSP)
  - (4) Common Channel Signaling Access Service (CCSAS)
- (d) Network Interconnection Charge
  - (1) The Network Interconnection Charge is applied on a per

minute of use basis to all Switched Access Service Customers of the Company. To calculate the Termination rate element, the Customer's total access minutes will be multiplied by the applicable rate per access minute of use to determine the charge.

(e) Chargeable Optional Features

- (1) 800 Data Base Access Service
- (2) Operator Transfer Service

3.2.2.10. Presubscription

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a Primary Interexchange Company (PIC), for any additional change in selection, a nonrecurring charge as set forth in 4.4.1 applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service.

3.2.2.12. Local Call Termination Service

The Company will provide trunkside interconnection arrangements to other carriers in accordance with the rules and regulations imposed by the State of Tennessee for such interconnection. The Company will not charge for local call termination, pursuant to the Commission's rule regarding mutual traffic exchange. Line-side interconnection arrangements will be via ICB.

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES

4.1. Directory Assistance

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. The Customer is allowed three free Directory Assistance calls per month.

Per Number Requested	\$ X.XX
Call Completion (surcharge for DA operator completing call after inquiry is satisfied)	\$ X.XX

4.2 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service (each request)	\$ X.XX
Busy Line Verify and Busy Line Interrupt Service (each request)	\$ X.XX

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4.3 Local Exchange Voice Service

Each exchange or zone is assigned three rate classes for the application of exchange service rates. The Customer will be charged applicable recurring, nonrecurring, and usage charges as specified below.

4.3.1. Nonrecurring Service Installation Charges

4.3.1.1. Conversion Charge

This charge is applied to existing Local Exchange Company lines converted to the Company's Service.

Per Line: \$ X.XX

4.3.1.2 New Line Installation Charge

This charge is applied to initial new line installations on each order for service. A separate charge will be applied to each new line installed as part of the same order for service.

Initial Installation, per line (establishing service or moving to another premises):

Non-recurring charge: \$ X.XX

Initial Installation, per line (other charges)

Non-recurring charge: \$ X.XX

#### 4.3.2. Local Exchange Voice Service

The regulations and rates contained herein are applicable to various local exchange telephone services furnished within each exchange or zone as specified in the tariff following.

##### 4.3.2.1. Rates

##### 4.3.2.1.1. Application of Rates

- a. The rates shown herein entitle the Customer to local messages to all telephones bearing the designation of any central office of the exchanges or zones included as specified in the associated local service area or extended calling area.
- b. Suburban line rates apply only outside base rate areas. Suburban line service is provided with a maximum of four parties per line.
- c. Charges for monthly usage options apply in addition to the charges for dial tone lines.
- d. Business Rates

- (1) Dial tone lines are available with either basic message rate service, basic measured rate service, or an unlimited monthly usage option, except as otherwise specified in this tariff.

Basic message rate and measured rate services provide for charging on a per-call basis on calls to the local service area with no usage allowance concluded in the monthly rates. Charges per call are as specified in tariff following.

- (2) The unlimited monthly usage option provides for unlimited local calling per month on a flat rate basis

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to dial tone lines in the local service area.

- (3) Monthly usage options provide for local calling on a monthly basis to dial tone lines in the local service area as follows:

Unlimited Usage – No limit on the number of local calls per month for a flat rate.

Limited Usage - A limited amount (Allowance) of message rate or measured rate calling as appropriate. For all calling over the allowance, additional rates per call apply.

Exchange Flat/Measured Rate - No limit on the number of local calls for a flat rate to the exchange or zone on which the dial tone line is rated, and basic measured rate service on calls to all other exchanges and zones in the local service area.

e. Determination of Rate Classes

- (1) Each exchange or zone is assigned to one rate class for the application of exchange service rates according to the combined total of the number of dial tone lines in its local service area.
- (2) The combined total number of dial tone lines in the local service area are computed as follows:

For Flat/Measured Rate Services and Message/Measured Rate Services, the dial tone lines in the local service area of each exchange and are multiplied by the appropriate distance factors.

For Measured Rate Services, the dial tone lines in the local service area are totaled.

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- (3) Distance factors are based on airline miles between the rate center of an exchange or zone and the rate center of each of the exchanges or zones in the local service area are as indicated following:

<u>Airline Miles Between the Rate Centers of Exchange or Zones</u>		<u>Distance Factor</u>
<u>Over</u>	<u>Up to and Including</u>	
0	8	1
8	13	2
13	18	3
18	23	4
23	28	5
28	33	6
33	38	7
38	43	8
43	48	9

- (4) When the Company proposes to change an exchange or zone from one rate class to another because of an increase or decrease in the combined total number of dial tone lines, notice of the reclassification of said exchange or zone to the proper rate class shall be given by filing revised tariffs with the Tennessee Regulatory Authority in accordance with the rules and regulations of the Tennessee Regulatory Authority. Such revised tariffs will be filed only when an exchange or zone has exceeded or fallen below its rate class limitation by 5% or when an additional exchange or zone is added to the local service area, and the new combined total number of dial tone lines exceeds the upper limit of the rate class.

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4.3.2.1.2. Rate Schedules

a. Rate Class 1 Exchanges with up to 4,000 Weighted Dial Tone Lines

Business, per line	Per <u>Month</u>
(1) Dial Tone Line	
Individual Line*	\$ X.XX
PBX Trunk*	
	Per <u>Month</u>
(2) Monthly Usage Option, Unlimited Usage, Flat Rate	
Individual Line	\$ X.XX
PBX Trunk	\$ X.XX

b. Rate Class 2 Exchanges with from 4,001 to 15,000 Weighted Dial Tone Lines

Business, per line	Per <u>Month</u>
(1) Dial Tone Lines	
Individual Line*	\$ X.XX
PBX Trunk*	\$ X.XX

\*Rate includes basic message rate service, or basic measured rate service where offered.

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4.3.2.1.2. Rate Schedules (cont.)

(2) Monthly Usage Option, Unlimited  
Usage, Flat Rate

Individual Line \$ X.XX

c. Rate Class 3 Exchanges with from 15,001 to 30,000  
Weighted Dial Tone Lines

(1) Business, per line

Per  
Month

(a) Dial Tone Lines

Individual Line\* \$ X.XX

PBX Trunk\* \$ X.XX

(b) Monthly Usage Option,  
Unlimited Usage Flat Rate

Individual Line \$ X.XX

PBX Trunk \$ X.XX

\* Rate includes basic message rate service, or basic measured rate service where offered.

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4.3.2.1.2. Rate Schedules (cont.)

d. Rate Class 4 Exchanges with from 30,001 to  
50,000 Weighted Dial Tone Lines

(1) Business, per line

Per  
Month

(a) Dial Tone Lines

Individual Line\*

\$ X.XX

PBX Trunk\*

\$ X.XX

(b) Monthly Usage Option,

Unlimited Usage, Flat Rate

Individual Line

\$ X.XX

PBX Trunk

\$ X.XX

e. Rate Class 5 Exchanges from 50,001 to 100,000  
Weighted Dial Tone Lines

Per  
Month

(1) Business, per line

(a) Dial Tone Lines

Individual Line\*

\$ X.XX

PBX Trunk\*

\$ X.XX

(b) Monthly Usage Option,

Unlimited Usage, Flat Rate

Individual Line

\$ X.XX

PBX Trunk

\$ X.XX

\* Rate includes basic message rate service, or basic measured rate service where offered.

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4.3.2.1.2. Rate Schedules (cont.)

- f. Rate Class 6 Exchanges from 100,001 to 300,000 Weighted Dial Tone Lines
- (1) Business, per line
- |  | Per<br><u>Month</u> |
|--|---------------------|
| (a) Dial Tone Lines                                  |                     |
| Individual Line*                                     | \$ X.XX             |
| PBX Trunk*   | \$ X.XX             |
| (b) Monthly Usage Option, Unlimited Usage, Flat Rate |                     |
| Individual Line                                      | \$ X.XX             |
| PBX Trunk  | \$ X.XX             |
- g. Rate Class 7 Exchanges from 300,001 to 1,280,000 Weighted Dial Tone Lines
- (1) Business, per line
- |  | Per<br><u>Month</u> |
|--|---------------------|
| (a) Dial Tone Lines                                  |                     |
| Individual Line*                                     | \$ X.XX             |
| PBX Trunk*   | \$ X.XX             |
| (b) Monthly Usage Option, Unlimited Usage, Flat Rate |                     |
| Individual Line                                      | \$ X.XX             |
| PBX Trunk  | \$ X.XX             |

\* Rate includes basic message rate service, or basic measured rate service where offered.

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4.3.2.1.2. Rate Schedules (cont.)

h. Rate Class 8 Zones of the WMEA with more than 1,280,000 Weighted Dial Tone Lines

(1) Business, per line

Per  
Month

(a) Dial Tone Lines

Individual Line

\$ X.XX

PBX Trunk\*

\$ X.XX

Rate Class 8 Zones/Exchanges with more than 1,280,000 Weighted Dial Tone Lines

(1) Business, per line

Per  
Month

(a) Dial Tone Lines

Individual Line\*

\$ X.XX

PBX Trunk\*

\$ X.XX

(b) Monthly Usage Option, Unlimited  
Usage, Flat Rate

Individual Line

\$ X.XX

PBX Trunk

\$ X.XX

\* Rate includes basic message rate service, or basic measured rate service where offered.

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4.4 Directory Listings

4.4.1	Non-published Telephone Number	\$ X.XX
4.4.2.	Non-Directory Listed Number	\$ X.XX
4.4.3.	Initial White Pages Listing	\$ X.XX
4.4.4.	Additional White Pages Listing Business	\$ X.XX

4.5 PBX Interconnect Service

	Monthly Recurring <u>Charges</u>	Non- <u>Charges</u>
<u>Analog Trunks</u>		
Local	\$ X.XX	No Charge
DID	\$ X.XX	No Charge
Two-Way DID	\$ X.XX	No Charge
<u>Digital Trunks</u>		
Digital (per trunk)	\$ X.XX	No Charge
DID Channel Charge (per channel)	\$ X.XX	No Charge
Two-Way DID Channel Charge (per channel)	\$ X.XX	No Charge

4.6 Emergency or 9-1-1 Telecommunication Service

Customers pay a surcharge on all Billable Telephone Numbers to support the delivery of 911 service. In accordance with Virginia Code Section 58.1-3813 (1997), BBOC will collect the surcharge on behalf of the 911 Authority, and remit it to the 911 Authority. BBOC will retain an amount not to exceed three percent (3%) of the amount of surcharge due. The retained amount will be in the form of a deduction in submitting the return and paying the amount due by it.

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4.7 Maintenance Visit Service

	<u>Each Additional 15 Minutes or Part Thereof</u>	<u>Initial 15 Minutes</u>
Schedule I	\$ X.XX	\$ X.XX
Schedule II	\$ X.XX	\$ X.XX
Schedule III	\$ X.XX	\$ X.XX

4.8 Telecommunications Relay Service (TRS)

Enables deaf, hard-of hearing, or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A customer will be able to access the state provider to complete such calls. BBOC will impose a surcharge to all customers at a level determined by the .Tennessee Regulatory Authority.

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**EXHIBIT "E"**

**BIOGRAPHICAL INFORMATION**  
**REGARDING MANAGEMENT OF APPLICANT**

Applicant's management team possesses the necessary technical capability to provide competitive local exchange and intrastate interexchange telecommunications services in the State of Tennessee. Applicant's key personnel are described on the following pages:

**SENIOR MANAGEMENT TEAM OF  
BROADBAND OFFICE COMMUNICATIONS, INC.**

**Johnson Agogbua - President**

As President of BroadBand Office Communications, Inc., Johnson Agogbua will use his 10 years of management experience to make the company a leading telecommunications service provider.

Johnson Agogbua also currently serves as Vice President of Engineering at BroadBand Office, Inc., a Kleiner, Perkins, Caufield and Byers funded company. Mr. Agogbua is responsible for the overall product development, infrastructure engineering for Internet, voice, video, advanced data, applications and web hosting. Mr. Agogbua is also currently responsible for BroadBand Office east coast operations, including field operations and overall network services support.

Prior to BroadBand Office, Inc., Mr. Agogbua served as Director of Global Network Engineering and Architecture at UUNET, an MCI WorldCom Company. In that capacity, he led the engineering effort that converted UUNET's network from a sparse T1/T3 infrastructure into the largest commercial Internet backbones in the world. His group made many significant innovations in Internet network architecture and the advancement of Multiprotocol Label Switching (MPLS). They were also the acknowledged industry leaders in Internet traffic engineering. He joined UUNET in 1996 with responsibility for both Network Engineering and Network/Systems Management. Mr. Agogbua was also responsible for the development of the early distributed network and systems management platform at UUNET.

Before joining UUNET in February of 1996, Mr. Agogbua served as Vice President of Advanced Network Engineering and Technology in the Business Technology Organization at Salomon Inc. (now Salomon Smith Barney). At Salomon Inc., Mr. Agogbua was responsible for development of the trading floor networks and campus ATM infrastructure. Prior to Salomon, Inc., he was a member of technical staff at AT&T, where he worked on a number of projects including: AT&T's Global IP network, Wideband Packet Technology requirements, Network Management infrastructure for AT&T's internal IP and Asynchronous networks.

Johnson Agogbua received his B.S. in Electrical Computer Engineering from Drexel University in 1988.

**Woody Traylor - Vice President of Regulatory Affairs and Secretary**

Woody Traylor currently serves as the Vice President of Regulatory Affairs and Secretary of BroadBand Office Communications, Inc. With 29 years of telecommunications experience, Mr. Traylor will direct the company on state and federal regulatory and public policy issues.

Before he joined BroadBand Office Communications, Inc., Mr. Traylor was the Director of Numbering Policy and Administration at MCI WorldCom. In 1990, Mr. Traylor joined WorldCom as executive staff in the management and representation of MCI's interests in national industry standards in the areas of network interconnection, signaling standards, and numbering issues. Prior to joining BroadBand Office Communications, Inc., he served as MCI's primary technical advocate and policy counsel in the areas of numbering, including Local Number Portability advocacy, NPA relief positions and number conservation matters.

Prior to joining MCI WorldCom in April of 1990, Mr. Traylor spent seven years with Bell Atlantic. Initially, Mr. Traylor performed Outside Plant Planning functions for the Virginia Beach area, where he was instrumental in the initial fiber loop feeder deployment in Virginia. From 1987 to 1990, he served on Corporate staff in Technology Planning representing Bell Atlantic in national forums in areas of network interconnection and SS7 deployment issues.

## **SENIOR MANAGEMENT TEAM (cont'd.)**

From December of 1979 to July of 1983, Mr. Traylor was an independent Financial Planner responsible for designing and marketing employee benefit plans and individual plans for several closely-held Corporations and Professional Corporations.

Mr. Traylor also worked for the C&P Telephone Company of Virginia from June of 1970 to November of 1979. He served in numerous positions including Network Administration staff responsible for administrative support for Electro-Mechanical switching systems; Personnel Assessment to determine appropriateness and readiness of candidates for promotion into management for the company; and Trunk Servicing/Administration and DDD completion results for the western portion of Virginia.

Woody Traylor received BS degrees in Mathematics, Sociology and Physics from University of Richmond in 1971. He also holds his MS in Demography and Statistics from Florida State University in 1973.

### **A. Martin Hakim Din - Director of Operations**

A. Martin Hakim Din brings 9 years of telecommunications experience in operations, implementation and engineering in an Internet environment. Since 1994, he has served in both a technical and managerial role through the design, implementation and operation of the global Internet backbone of UUNet Technologies, an MCI WorldCom Company, a leading global provider of Internet communications services.

Mr. Hakim Din built and operated the UUNET DS3 network, created and managed the UUNET Internet operations escalation team, and developed new customer architectures. During his time in UUNET Network Operations, he had oversight responsibility for all new technology approval, maintenance, problem management, subject matter expertise, and vendor relations.

Mr. Hakim Din holds a B.S. in Physics from the College of William and Mary.

### **Charles Meyer - Director of Construction & Technology Installation**

After twelve years in the technology & telecommunications industries, Charles Meyers will contribute to the designing and building of the hi-tech centers and infrastructure systems to develop the BroadBand Office Communications, Inc. network.

Prior to joining BroadBand Office, Mr. Meyer was a Senior Manager at UUNet Technologies, an MCI WorldCom Company, for several years. He was responsible for overseeing the technology & infrastructure installations at their new world headquarters in Loudoun County, Virginia.

Mr. Meyer also spent nine years with Salomon Brothers Inc., where he served in varying capacities. His position at Salomon Brothers included telecommunications roles regarding the design, build, renovation, and relocation of branch offices in the U.S, Canada, and Mexico. Mr. Meyer served as a project manager for construction activities at Merck-Medco and Cantor Fitzgerald.

Charles Meyer received his training in the computer sciences from Seton Hall University. Mr. Meyer is a member of the Loudoun County Telecommunications Committee and sits on the Board of Directors for the Mid-Atlantic Chapter of the 7X24 Exchange Association.

## **SENIOR MANAGEMENT TEAM (cont'd.)**

### **William W. Barns - Director of Infrastructure Engineering**

William W. Barns has over 23 years experience in the development of packet-based networks in both the private and public sectors. Prior to joining BroadBand Office, he was Director of Technology and Standards for UUNet Technologies, an MCI WorldCom Company, a leading global provider of Internet communications services. At UUNET he was responsible for network architecture standards, emerging technologies evaluations, and strategic development of network expansions to accommodate massive growth of IP-based services. He was a key architect and designer of several generations of the UUNET global backbone network.

Before joining UUNET in 1995, William Barns was with The MITRE Corporation from 1988 to 1995. He led the network design group in the Networking Technical Center, which provided consulting services to several major U.S. Government network projects, including the Defense Information Systems Network and the FAA's Aeronautical Telecommunications Network.

From 1976 to 1988, Mr. Barns held a variety of engineering and technical management positions with the U.S. Air Force, Electronic Data Systems Corporation, Tymshare/Tymnet, and McDonnell Douglas Corporation.

Mr. Barns holds a BS in Statistics and Computer Science from the George Washington University.

### **Kenneth R. Frank - Director of Product Development**

As the Director of Product Development and Engineering, Kenneth R. Frank will be responsible for project management and development of BroadBand Office Communications, Inc.'s voice services. Mr. Frank will develop the technical architecture and implement the advanced data networking services.

Prior to joining BroadBand Office Communications, Inc., Mr. Frank served six years with BellSouth Science and Technology in various technical management positions. He began at BellSouth in 1993 as technical staff in Advanced Network Architecture where he was responsible for developing service concepts and architecture strategies.

In January of 1997, Mr. Frank became Director of Advanced Data Networking at BellSouth. As Director, he managed ADSL and IP Telephony technology planning and implementation, provided lead architecture support for the ADSL architecture and deployment activities, and represented BellSouth in the industry's Splitterless ADSL Special Interest Group (SIG). The SIG was initiated by Microsoft, Intel, and Compaq to focus on achieving mass consumer acceptance of high-speed data access utilizing ADSL technology.

Finally, Mr. Frank served as the Director of Advanced Network Architecture and Concepts at BellSouth. In this role, he provided strategic planning support for data networking initiatives and managed the technical data strategy group. Mr. Frank also was responsible for the technical architecture, vendor analyses and implementation support for all advanced data services, including Voice/ATM (line and trunk) implementations, state government architectures, video conferencing, Fast Packet services (ATM and Frame Relay), IP/ATM technologies, ADSL and FTTC access systems. Mr. Frank was selected in 1997 to the BellSouth Leadership Development Program.

**SENIOR MANAGEMENT TEAM (cont'd.)**

Before joining BellSouth, Mr. Frank worked as technical staff in 5ESS Systems Engineering at AT&T Bell Laboratories from 1989 to 1993, where he co-authored 5ESS Switch Advanced Intelligent Network R0.1 Feature Specification Document and was selected to Bell Laboratories' Leadership Continuity Program.

Kenneth Frank received his B.S. in Computer Science from University of Southern California in 1989. Mr. Frank has also obtained two M.S. degrees: one in computer science from Stanford University in 1990, and the other in business administration from Emory University in 1998.



**EXHIBIT "G"**

**APPLICANT'S SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PLAN**

**BROADBAND OFFICE COMMUNICATIONS, INC.**

**SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN**

Pursuant to Tennessee Code Annotated § 65-5-212, as amended, BroadBand Office Communications, Inc. ("BBOC") submits this plan to enhance the participation of small and minority-owned businesses in the telecommunications industry in the State of Tennessee ("Plan").

## **I. PURPOSE**

The purpose of Section 65-5-212 is to provide opportunities for small and minority-owned telecommunications businesses to provide goods and services to telecommunications service providers within the State of Tennessee. BBOC is committed to the goals of Section 65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the Tennessee telecommunications market. As such, BBOC intends to provide opportunities for small and minority-owned businesses to compete for contracts for goods and services. Furthermore, BBOC intends to identify and to inform small and minority-owned businesses of such opportunities. To this end, BBOC intends to obtain a list of qualified vendors from the Department of Economic and Community Development, which administers the small and minority-owned telecommunications business assistance program.

## **II. DEFINITIONS**

As defined in Section 65-5-212, "small business" means a business which has annual gross receipts of less than four million dollars (\$4,000,000). "Minority-owned business" means a small business which is solely-owned by, or at least fifty-one percent (51%) of the assets or outstanding stock is owned by, an individual who personally manages and controls daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin.

### **III. ADMINISTRATION**

The Plan will be overseen and administered by the individual named below (hereinafter referred to as the “Administrator”), who will be responsible for carrying out and promoting BBOC’s efforts at providing equal opportunities for small and minority-owned telecommunications businesses. The Administrator of the Plan will be:

Woody Traylor  
Vice President of Regulatory Affairs  
and Secretary  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, Virginia 22182  
Tel.: (703) 748-9883  
Fax.: (703) 748-3245

The Administrator’s responsibilities will include:

- (i) maintaining an updated Plan in full compliance with Section 65-5-212 and with the rules and regulations of the Tennessee Regulatory Authority (“TRA”);
- (ii) developing and implementing policies and procedures necessary for the Plan’s success at increasing participation by small and minority-owned telecommunications businesses;
- (iii) preparing and submitting such information as may be required by the TRA from time to time, including, *inter alia*, required annual updates;
- (iv) serving as the primary contact point between BBOC and the TRA, other agencies of the State of Tennessee and small and minority-owned businesses;
- (v) developing (and encouraging the development of) opportunities for small and minority-owned telecommunications businesses to bid on and participate in BBOC contracts; and
- (vi) establishing a recordkeeping system to track BBOC’s efforts at encouraging participation by small and minority-owned telecommunications businesses.

In performance of these duties, the Administrator intends to utilize a number of resources, including: the United States Department of Commerce (Small Business Administration and Office of Minority Business), the Tennessee Department of Economic and Community Development, and local Chambers of Commerce throughout the State of Tennessee. In addition, BBOC intends to contact certain coalitions whose mission is to increase minority participation in business (*e.g.*, the National Minority Supplier Development Council, the National Association of Minority Contractors).

#### **IV. RECORDS AND COMPLIANCE REPORTS**

BBOC intends to maintain records of (i) qualified small and minority-owned telecommunications businesses, and (ii) BBOC's efforts to use the goods and services of such businesses, including internal educational or training activities conducted to implement or to improve the Plan. BBOC will submit to the TRA all records concerning the plan which are required by the TRA, and intends to cooperate fully with all surveys, studies or information requests authorized by the TRA.

Dated this 10<sup>th</sup> day of December, 1999.

**BROADBAND OFFICE COMMUNICATIONS, INC.**

By: **Woody Traylor**  
**Vice President of Regulatory Affairs**  
**and Secretary**

## **EXHIBIT "H"**

### **APPLICANT'S YEAR 2000 READINESS DISCLOSURE**

Applicant is a newly-created telecommunications carrier. As such, Applicant does not currently utilize any legacy systems that are not Year 2000 compliant. To the extent that it provides telecommunications services over its own facilities, Applicant will utilize facilities that are Year 2000 compliant.

**EXHIBIT "I"**

**APPLICANT'S TOLL DIALING PARITY PLAN**

**INTRALATA TOLL DIALING PARITY PLAN**  
**OF**  
**BROADBAND OFFICE COMMUNICATIONS, INC.**

Pursuant to 47 C.F.R. § 51.213, Broadband Office Communications, Inc. ("BBOC") hereby submits to the Tennessee Regulatory Authority ("TRA") its intraLATA toll dialing parity (*i.e.*, intraLATA presubscription) plan as set forth below. BBOC is a telecommunications carrier seeking authorization to provide and resell local exchange and intrastate toll service throughout the State of Tennessee. This Plan will be implemented throughout all exchanges in Tennessee. BBOC intends to offer its services in all LATAs in Tennessee.

**1. Purpose**

The intent of this plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls.

**2. Implementation Schedule**

BBOC will implement this dialing parity plan for intraLATA toll, for its resold voice services when it resells voice services of an underlying provider, in all the exchanges and LATAs in Tennessee where BBOC operates within 30 days of the TRA's approval of this plan. BBOC will tariff this plan within 14 days after the TRA's approval of this plan.

**3. Carrier Selection Procedures**

BBOC will, contingent upon underlying RBOC provisioning while in a reseller mode, implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.



BBOC employees, or its agents, who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Customer service personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers in accordance with FCC and state commission rules and regulations. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. BBOC customer service personnel and other BBOC employees and agents will respond to inquiries about intraLATA carriers in a competitively neutral fashion and will not attempt to dissuade customers from presubscribing to another carrier's intraLATA toll service at a time when a customer calls to request that presubscribed intraLATA toll service be switched to a new carrier. BBOC employees and agents will not discuss alternative carrier rates or service and will not provide customers with carrier identification codes or access code dialing instructions.

#### **4. New Installation Customers**

Customers who contact BBOC requesting new voice exchange service will be provided a list of telecommunications carriers available to provide interLATA service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including BBOC, that provide intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA carrier will be identified within BBOC's, or the underlying carrier's, system as "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" will be required to dial 10XXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier. BBOC will refrain from automatically assigning intraLATA service for new customers to itself or to the customer's preferred interLATA carrier. For a period of 30 days from initial implementation, customers will not be assessed an intraLATA PIC change charge for their initial intraLATA toll carrier choice.

**5. PIC Freeze**

Following the initial implementation 90-day waiver period (when existing customers may select an intraLATA carrier at no charge), BBOC plans to offer an intraLATA PIC freeze. The PIC freeze will not be marketed for 90 days following approval of this plan. BBOC will accept a three-way call to remove any intraLATA PIC freeze.

**6. Customer Education/Notification**

Prior to implementation, customers will receive information in the form of a bill insert (or in the form of a notice in the course of negotiations for prospective customers) explaining their opportunity to select an intraLATA carrier within 30 days following implementation of intraLATA dialing parity. Any information regarding intraLATA carriers will be presented in a competitively neutral manner. BBOC anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. BBOC will request that directory providers update their directories as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier. A toll free number will be provided in the bill insert provided to BBOC end-users for these customers to call for a list of intraLATA toll providers, additional assistance or information.

**7. Carrier Notification**

Current interexchange carriers will be notified of BBOC's intraLATA toll dialing parity implementation via letter reasonably in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of BBOC's implementation date. BBOC needs notification in advance to include the carrier on the list of participating carriers in each BBOC exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 60 days of notifying BBOC.

BBOC will, upon request, provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through

the processes that currently exists for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or for existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats in compliance with FCC Order No. 96-333, paragraph 389. All such information will be provided at cost to the requestor, and will be provided pursuant to BBOC access tariff or non-discriminatory individual case basis (ICB) provisions.

**8. Compliance with Laws/Anti-slamming Procedures**

BBOC will provide nondiscriminatory access to telephone numbers, operator services, directory assistance and directory listings in all areas served. BBOC will comply with all rules promulgated by the FCC and TRA, including TRA's anti-slamming rules. BBOC's procedures to protect consumers against slamming will conform to the requirements of TRA Rule 1220 4-2-.56.

**9. Access to Operator Services and Directory Assistance**

Access to Operator Services and Directory Assistance will continue to be available through BBOC's underlying local exchange or interLATA carrier. No industry standard has been established for access to Operator Services and Directory Assistance unique to the intraLATA carrier. For Operator Services, customers dial "0" to reach their local exchange operator and "00" to reach their interLATA operator. For Directory Assistance, customers dial "411" for accessing the local exchange Directory Assistance and "1-NPA-555-1212" for accessing their interLATA carrier's Directory Assistance.

Local and interLATA Operator Services and Directory Assistance may be branded by the underlying providers of local and interLATA service, as appropriate, based on the dialing pattern of the end user. Since no unique intraLATA dialing patterns currently exists in the industry, neither BBOC, nor its underlying provider, is capable of identifying intraLATA calls to local or interLATA operators or directory assistance representatives.

**10. Cost Recovery**

Section 51.215 of Title 47 of the CFR states that "a LEC may recover the incremental costs related to the implementation of toll dialing parity." BBOC may file a cost recovery plan, including cost information and other necessary supporting documentation, within 270 days after intraLATA presubscription implementation to include a proposed recovery period and an annual true up procedure.

Respectfully submitted,

Woody Traylor  
Vice President and Secretary  
Broadband Office Communications  
- Virginia, Inc.  
2070 Chain Bridge Road  
Suite G-99  
Vienna, Virginia 22182  
(703) 748-9883

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Washington, DC 20036  
(202) 955-6300

**EXHIBIT "J"**

**PRE-FILED TESTIMONY OF WOODY TRAYLOR,  
VICE PRESIDENT OF REGULATORY AFFAIRS AND SECRETARY  
OF APPLICANT**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

IN RE: )  
 )  
APPLICATION OF BROADBAND OFFICE )  
COMMUNICATIONS, INC. FOR A )  
CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO PROVIDE LOCAL )  
EXCHANGE AND INTRASTATE )  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES AS A COMPETITIVE )  
TELECOMMUNICATIONS SERVICE )  
PROVIDER WITHIN THE )  
STATE OF TENNESSEE )

DOCKET NO. \_\_\_\_\_

**DIRECT TESTIMONY OF WOODY TRAYLOR  
ON BEHALF OF  
BROADBAND OFFICE COMMUNICATIONS, INC.  
DOCKET NO. \_\_\_\_\_**

Charles A. Hudak, Esq.  
Michael K. Stewart, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

and

Jeffrey Blumenfeld, Esq.  
Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
1625 Massachusetts Ave., N.W., Suite 300  
Washington, D.C. 20036  
Tel.: (202) 955-6300  
Fax.: (202) 955-6460

COUNSEL FOR BROADBAND OFFICE  
COMMUNICATIONS, INC.

**DIRECT TESTIMONY OF WOODY TRAYLOR**

**ON BEHALF OF**

**BROADBAND OFFICE COMMUNICATIONS, INC.**

**DOCKET NO. 1999-111-C**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Woody Traylor, and my business address is 2070 Chain Bridge Road, Suite G-99, Vienna, Virginia 22182.

**Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

A. I am employed by BroadBand Office Communications, Inc. ("BBOC") as Vice President of Regulatory Affairs and Secretary.

**Q. PLEASE IDENTIFY BBOC.**

A. BBOC, a wholly-owned subsidiary of BroadBand Office, Inc. ("BroadBand Office"), is a Delaware corporation which is authorized to transact business within the State of Tennessee.

**Q. WHAT ARE YOUR RESPONSIBILITIES WITH BBOC?**

A. I am responsible for overseeing certain of BBOC's daily operations with respect to state and federal regulatory and public policy issues.

**Q. PLEASE PROVIDE A BRIEF BACKGROUND OF YOUR EDUCATION AND EXPERIENCE.**

A. Before I joined BBOC, I was the Director of Numbering Policy and Administration at MCI WorldCom ("MCI"), where I represented MCI's interests in national industry standards in the areas of network interconnection, signaling standards, and numbering issues. In addition, I served as MCI's primary technical advocate and policy counsel with respect to various numbering issues, including Local Number Portability advocacy, NPA relief positions and number conservation matters. I also spent seven (7) years with Bell Atlantic, where my

1 duties included, *inter alia*, representing Bell Atlantic in national forums in areas of network  
2 interconnection and SS7 deployment issues. I also worked for the C&P Telephone Company  
3 of Virginia from June of 1970 to November of 1979, where I served in numerous technical  
4 and managerial positions including: Network Administration, with responsibility for  
5 administrative support for Electro-Mechanical switching systems; and Personnel  
6 Assessment, with responsibility for determining appropriateness and readiness of candidates  
7 for promotion into management.

8 I received my B.S. degrees in Mathematics, Sociology and Physics from the University  
9 of Richmond in 1971. I also received M.S. degrees in Demography and Statistics from  
10 Florida State University in 1973.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 A. The purpose of my testimony is to support BBOC's application for authority to provide  
13 facilities-based and resold local exchange and intrastate, interexchange (interLATA and  
14 intraLATA toll) telecommunications services as a competitive telecommunications service  
15 provider within the State of Tennessee.

16 **Q. WILL OTHER WITNESSES BE TESTIFYING ON BEHALF OF BBOC?**

17 A. No.

18 **Q. ARE YOU FAMILIAR WITH THE APPLICATION THAT BBOC HAS**  
19 **SUBMITTED TO THIS COMMISSION?**

20 A. Yes, I am.

21 **Q. DO YOU RATIFY AND CONFIRM THE STATEMENTS AND**  
22 **REPRESENTATIONS MADE IN THAT APPLICATION?**

23 A. Yes, I do.



1     **Q.     PLEASE DESCRIBE BBOC AND ITS BUSINESS ACTIVITIES.**

2     A.     BBOC was created in 1999 to provide a wide-array of communications services, including  
3           traditional local exchange and intrastate interexchange “voice” telecommunications services,  
4           data communications services, LAN networking services, Internet, web-hosting, e-mail  
5           management and e-commerce services, and video conferencing services to tenants of certain  
6           commercial office buildings located in various states, including Tennessee. Currently, BBOC  
7           has filed, or is in the process of filing, applications for authority to provide the  
8           telecommunications services described herein in the states of Arizona, California, Colorado,  
9           Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Missouri,  
10          New Jersey, New York, North Carolina, Ohio and Texas. BBOC has not been denied  
11          authority to provide intrastate telecommunications services in any state and has not been  
12          subject to any regulatory penalties for violating state or federal telecommunications statutes,  
13          rules or regulations (*e.g.*, slamming).

14    **Q.     HAS BBOC EVER PROVIDED SERVICE IN THE STATE OF TENNESSEE UNDER**  
15    **ANY OTHER NAME?**

16    A.     No, BBOC has never offered service in the State of Tennessee under any other name.

17    **Q.     PLEASE DESCRIBE THE AUTHORIZATION SOUGHT BY BBOC IN THIS**  
18    **PROCEEDING.**

19    A.     BBOC is seeking authority to provide facilities-based and resold local exchange and  
20          intrastate, interexchange (interLATA and intraLATA toll) telecommunications services as  
21          a competitive telecommunications service provider within the State of Tennessee.

22    **Q.     PLEASE DESCRIBE HOW BBOC PROPOSES TO PROVIDE LOCAL EXCHANGE**  
23    **AND INTRASTATE, INTEREXCHANGE SERVICE THROUGHOUT THE STATE**  
24    **OF TENNESSEE.**

1 A. BBOC intends to provide local exchange services (i) on a resale basis by reselling the  
2 services of other certificated local exchange carriers operating in the State of Tennessee  
3 (as necessary), and (ii) on a facilities-based basis by deploying its own transmission  
4 facilities and by utilizing unbundled network elements (*e.g.*, transport) obtained from  
5 certificated incumbent local exchange carriers operating in the State of Tennessee.  
6 BBOC intends to construct its own transmission facilities, including intra-building  
7 facilities which will be located in commercial office buildings served by BBOC, and  
8 network facilities (*e.g.*, switching equipment, computers and associated electronics)  
9 which will be placed in BBOC's own locations.

10 BBOC intends to provide facilities-based interexchange (interLATA and intraLATA  
11 toll) telecommunications services to business customers through the use of a combination  
12 of unbundled network elements leased from other certificated carriers, BBOC's own  
13 facilities, and long distance transmission facilities leased or purchased from certificated long  
14 distance carriers. Until BBOC's facilities are operational, BBOC intends to provide  
15 interexchange telecommunications resale services.

16 **Q. PLEASE DESCRIBE THE TECHNICAL RESOURCES OF BBOC.**

17 A. BBOC has sufficient technical ability to provide the services for which authority is  
18 requested in the Application. BBOC's management team includes individuals who have  
19 been instrumental in designing, implementing and operating several telecommunications  
20 networks for companies such as Bell Atlantic, BellSouth, MCI/WorldCom and UUNET.  
21 Further descriptions of BBOC's management personnel and the technical resources they  
22 bring to BBOC are set forth at Exhibit "E" of the Application.

23 **Q. PLEASE DESCRIBE THE MANAGERIAL RESOURCES OF BBOC.**

24 A. BBOC's management team has the extensive business, technical, operational and  
25 telecommunications regulatory experience essential to operating a successful

telecommunications company. BBOC's management personnel are set forth at Exhibit "E" of the Application.

**Q. PLEASE DESCRIBE BBOC'S FINANCIAL CAPABILITY TO PROVIDE THE SERVICES PROPOSED HEREIN.**

A. BBOC possesses sufficient financial capability to provide its local exchange and intrastate interexchange telecommunications services on a continuous basis. Inasmuch as BBOC is a newly-created telecommunications carrier which has not yet commenced the provision of intrastate telecommunications services in any state, balance sheets and income statements describing Applicant's operations are not currently available. However, BBOC has the assurance of its parent, BroadBand Office, that BBOC will be provided with all financial resources necessary to operate in a continuous and reliable manner. BBOC has submitted to the TRA, under trade secret protection, financial information regarding BroadBand Office, which further demonstrates BBOC's ability to provide the services proposed herein.

**Q. PLEASE IDENTIFY THE CERTIFICATED AREAS FOR WHICH BBOC IS REQUESTING AUTHORITY IN THIS APPLICATION.**

A. BBOC is seeking authority to provide facilities-based and resold local exchange and intrastate, interexchange (interLATA and intraLATA toll) telecommunications services as a competitive telecommunications service provider within the State of Tennessee, *i.e.*, BBOC seeks authority to provide these services on a state-wide basis to the fullest extent permitted by applicable law or Tennessee Regulatory Authority ("TRA") order.

**Q. PLEASE DESCRIBE THE SERVICES BBOC INTENDS TO OFFER PURSUANT TO THE AUTHORITY REQUESTED IN THIS APPLICATION.**

A. BBOC's proposed local exchange services may include single and multi-line local exchange and access services, Private Branch Exchange (PBX) interconnect services, directory listing services and "911" emergency services. BBOC's proposed services may include direct dial

1 ("1+") services, measured toll services, private line services, and toll-free (*e.g.*, "800",  
2 "888") services.

3 **Q. HOW WILL BBOC PERFORM BILLING AND CUSTOMER SERVICE**  
4 **FUNCTIONS FOR THE SERVICES OFFERED?**

5 A. BBOC intends to bill its customers directly for local exchange and intrastate, interexchange  
6 telecommunications services. The charges, based upon the rates which will be set forth in  
7 BBOC's tariffs, BBOC's name, and its telephone number for customer assistance will  
8 appear on all invoices. As a new entrant into the Tennessee telecommunications  
9 marketplace, BBOC has not yet finalized its policies regarding customer service orders,  
10 inquiries and complaints. However, BBOC intends to comply with all rules and regulations  
11 that the TRA may impose subject to Tennessee law as now or hereafter enacted.

12 **Q. WILL BBOC COMPLY WITH ALL APPLICABLE TRA RULES AND**  
13 **TENNESSEE LAWS?**

14 A. BBOC hereby asserts its willingness and ability to comply with all rules and regulations that  
15 the TRA may impose subject to Tennessee law as now or hereafter enacted.

16 **Q. IN YOUR OPINION, IS THE GRANTING OF BBOC'S APPLICATION IN THE**  
17 **PUBLIC INTEREST?**

18 A. Yes. Using state of the art network technology, BBOC intends to provide a single source  
19 for high quality voice and data communications products and services to business customers  
20 in particular commercial office buildings located in the State of Tennessee. In addition to  
21 traditional local exchange and intrastate interexchange voice telecommunications services,  
22 BBOC intends to satisfy the explosive demand created by the Internet by offering its  
23 customers a wide-array of value-added products such as web hosting, e-mail management  
24 and video conferencing. By offering a wide variety of communications products and  
25 services, BBOC intends to simplify the purchasing decisions of small and medium-sized

1 business customers, thus freeing them to focus more resources on their core business  
2 activities.

3 Furthermore, the presence of another authorized local exchange and intrastate  
4 interexchange carrier will provide additional choices to consumers, promote competition,  
5 and lead to the reduction of consumer costs for telecommunications services. Competition,  
6 in turn, will encourage efforts by other certificated telecommunications providers to broaden  
7 the range of choices for Tennessee consumers of local exchange and intrastate  
8 interexchange services. BBOC submits that, based on the information supplied herein, its  
9 proposed service offerings will provide Tennessee consumers with high quality  
10 telecommunications products and services at reasonable rates while encouraging innovation  
11 and efficiency among all providers of telecommunications products and services in the state.

12 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

13 **A.** Yes, it does.  
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**EXHIBIT "K"**

**APPLICANT'S SAMPLE BILL**

Account Number	Bill Date	Payment Due Date
123 456 7890 12	Dec 09, 1999	Jan 09, 2000



ABC WIDGET INC  
123 MY STREET SW  
STE 360  
ANYWHERE, VA 12345

**BROADBAND OFFICE Business Services**

For answers to questions about your bill call: 1-800-555-5555

#### ACCOUNT STATUS

Previous Balance		\$6,000.00	
Payment Received	11/10/1999	\$3,000.50	cr
Adjustments		\$0.00	
Total Current Charges		\$10,000.00	

**TOTAL AMOUNT DUE** **\$12,999.50**

#### TOTAL DISCOUNTS

Your total Long Distance services discount is:	\$200.00
Your total Data / IP services discount is:	\$100.00
Your total Application services discount is:	N/A
Your total service discount is:	\$300.00

**THANK YOU FOR CHOOSING BROADBAND OFFICE**

#### \*\*\* Important news about your account \*\*\*

News about account could go here. Analysis over services billed could suggest other bundled services for better customer savings.

**PLEASE REMIT PAYMENT TO:**

**BROADBAND OFFICE  
P.O. BOX 1234  
VIENNA, VA 12345**

**BE SURE TO INCLUDE YOUR ACCOUNT NUMBER ON YOUR REMITTANCE**

Account Number	Bill Date	Payment Due Date
123 456 7890 12	Dec 09, 1999	Jan 09, 2000



ABC WIDGET INC  
123 MY STREET SW  
STE 360  
ANYWHERE, VA 12345

BROADBAND OFFICE Business Services

For answers to questions about your bill call: 1-800-555-5555

### Call Detail

ITEM	DATE	TIME (hh:mm:ss)	PLACE	AREA CODE/ NUMBER	DURATION (hh:mm:ss)	CALL TYPE	TIME OF DAY	POST DISCOUNT AMOUNT
BILLED NUMBER: 202 739-9400								
LONG DISTANCE SERVICE								
ELIGIBLE FOR DISCOUNT								
INTERSTATE DIRECT DIALED								
1	7/15/99	12:10:25P	TO NEW YORK	NY 212 270-0994	4:32	DDC	PEAK	0.63
2	7/15/99	12:15:22P	TO NEW YORK	NY 212 270-0994	0:33	DDC	PEAK	0.07
3	7/15/99	12:26:51P	TO CHICAGO	IL 312 207-5243	1:35	DDC	PEAK	0.21
4	7/15/99	12:29:01P	TO MANHASSET	NY 516 869-7117	1:15	DDC	PEAK	0.18
5	7/15/99	12:32:39P	TO RICHMOND	VA 804 788-0555	1:18	DDC	PEAK	0.18
6	7/15/99	12:34:35P	TO MORRISTOWN	NJ 973 683-1732	1:34	DDC	PEAK	0.21
7	7/15/99	12:35:53P	TO CHICAGO	IL 312 344-4380	1:26	DDC	PEAK	0.20
8	7/15/99	12:41:49P	TO NORTH DADE	FL 305 947-1664	0:30	DDC	PEAK	0.07
9	7/15/99	12:58:13P	TO NEW YORK	NY 212 270-4450	0:55	DDC	PEAK	0.12
10	7/15/99	1:09:33P	TO BALACYNWYD	PA 610 538-1811	0:53	DDC	PEAK	0.12
11	7/15/99	1:10:44P	TO CHICAGO	IL 312 466-4030	0:34	DDC	PEAK	0.07
12	7/15/99	1:13:13P	TO BALACYNWYD	PA 610 538-1801	0:50	DDC	PEAK	0.12
13	7/15/99	1:13:33P	TO CHICAGO	IL 312 946-2651	0:30	DDC	PEAK	0.07
14	7/15/99	1:16:00P	TO CHICAGO	IL 312 466-4041	0:30	DDC	PEAK	0.07
15	7/15/99	1:17:21P	TO CHICAGO	IL 312 946-2651	2:44	DDC	PEAK	0.37
16	7/15/99	1:17:45P	TO CHICAGO	IL 312 466-4030	0:40	DDC	PEAK	0.09
17	7/15/99	1:18:33P	TO CHICAGO	IL 312 407-6900	3:32	DDC	PEAK	0.49
18	7/15/99	1:28:25P	TO ANNAPOLIS	MD 410 267-0222	1:28	DDC	PEAK	0.20
19	7/15/99	1:30:47P	TO CHARLOTTE	NC 704 759-0902	1:41	DDC	PEAK	0.22
20	7/15/99	1:43:39P	TO AUGUSTA	GA 706 722-6756	1:10	DDC	PEAK	0.16
21	7/15/99	1:47:29P	TO CHICAGO	IL 312 344-4343	0:32	DDC	PEAK	0.07
22	7/15/99	1:49:25P	TO PROVO	UT 801 378-2281	0:30	DDC	PEAK	0.07
23	7/15/99	1:50:13P	TO NEW YORK	NY 212 929-6900	0:30	DDC	PEAK	0.07
24	7/15/99	1:55:38P	TO NEW YORK	NY 212 224-3490	1:20	DDC	PEAK	0.18
25	7/15/99	2:00:40P	TO BOSTON	MA 617 227-8600	1:47	DDC	PEAK	0.24
26	7/15/99	2:00:07P	TO MEMPHIS	TN 901 252-2074	7:59	DDC	PEAK	1.09
27	7/15/99	2:01:47P	TO NEWTOWN SQ	PA 610 325-5600	1:30	DDC	PEAK	0.21
28	7/15/99	2:10:08P	TO W BLOOMFLD	MI 248 626-2288	0:30	DDC	PEAK	0.07
29	7/15/99	2:16:42P	TO PONTIAC	MI 248 576-8077	0:30	DDC	PEAK	0.07
30	7/15/99	2:16:16P	TO NEW YORK	NY 212 504-5873	0:30	DDC	PEAK	0.07
31	7/15/99	2:17:25P	TO CHICAGO	IL 312 946-3999	1:26	DDC	PEAK	0.20
32	7/15/99	2:21:50P	TO JOHNSTOWN	PA 814 536-4441	3:29	DDC	PEAK	0.48
33	7/15/99	2:21:52P	TO ANDOVER	NJ 973 786-7771	0:30	DDC	PEAK	0.07
34	7/15/99	2:36:48P	TO CRANFORD	NJ 908 497-2015	0:34	DDC	PEAK	0.07
35	7/15/99	2:37:33P	TO JOHNSTOWN	PA 814 535-9347	1:47	DDC	PEAK	0.24
36	7/15/99	2:51:52P	TO NEW YORK	NY 212 713-8624	1:12	DDC	PEAK	0.17
37	7/15/99	2:51:26P	TO NEW YORK	NY 212 929-6900	7:11	DDC	PEAK	0.98
38	7/15/99	2:51:53P	TO SACRAMENTO	CA 916 922-1100	1:10	DDC	PEAK	0.16
39	7/15/99	2:54:21P	TO BOSTON	MA 617 901-7167	0:30	DDC	PEAK	0.06
40	7/15/99	2:55:38P	TO NEW YORK	NY 212 762-7453	2:40	DDC	PEAK	0.36
41	7/15/99	2:57:53P	TO TROY	MI 248 740-6130	0:30	DDC	PEAK	0.07
42	7/15/99	2:57:18P	TO W BLOOMFLD	MI 248 626-2288	0:30	DDC	PEAK	0.07
43	7/15/99	2:59:04P	TO CRANFORD	NJ 908 497-2015	10:46	DDC	PEAK	1.47
44	7/15/99	3:01:24P	TO NEW YORK	NY 212 265-9361	0:53	DDC	PEAK	0.12
45	7/15/99	3:03:49P	TO PRINCETON	NJ 609 282-7143	2:20	DDC	PEAK	0.32
46	7/15/99	3:07:37P	TO DALLAS	TX 214 855-2942	1:21	DDC	PEAK	0.19
47	7/15/99	3:07:00P	TO BALTIMORE	MD 410 563-7276	1:17	DDC	PEAK	0.18
48	7/15/99	3:08:25P	TO ARBUTUS	MD 410 247-0012	4:38	DDC	PEAK	0.63
49	7/15/99	3:09:09P	TO CHICAGO	IL 312 664-1100	1:15	DDC	PEAK	0.18
50	7/15/99	3:10:07P	TO CONSHOHCKN	PA 610 834-3469	1:15	DDC	PEAK	0.18



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December 10, 1999

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\$50.00

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C.C. SECRETARY OFF.

DEC 10 1999

VIA OVERNIGHT DELIVERY

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

IN REGULATORY AUTHORITY

Re: Application of Broadband Office Communications, Inc. for a Certificate of Public Convenience And Necessity to Provide Local Exchange and Intrastate Interexchange Telecommunications Services as a Competitive Telecommunications Service Provider Within the State of Tennessee ("Application")

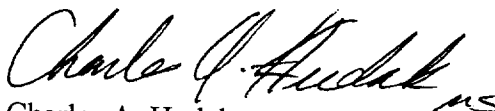
Dear Sir or Madam:

Enclosed are the original and fourteen (14) copies of the Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$50.00 to cover the cost of filing the Application.

If you have any questions or comments, please call the undersigned.

Sincerely,

  
Charles A. Hudak

CAH/jh

Enc.

cc: Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
(with enclosure)

VOUCHER NO. 777115673  
CC 15793 SRC. 281.03  
AMT. REC. 50.00  
DEPOSIT DATE 12/14/99